DOCUMENT RESUME

ED 339 418 JC 910 557

TITLE Agreement by and between the Board of Trustees of Community College District No. 16 and the Yakima Valley College Federation of Teachers, Local 1485 AFT, WFT, AFL/CIO, January 1, 1990 to June 30, 1992.

INSTITUTION Yakima Valley Coll., Wash.

PUB DATE 90

NOTE 86p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC04 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Full Time Faculty; Grievance Procedures; Job Layoff; Leaves of Absence; Negotiation Agreements; Part Time Faculty; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Promotion; Teacher Retirement; Teacher Salaries; Teaching Conditions; Tenure; Two Year Colleges; Unions

IDENTIFIERS *AFT Contracts; American Federation of Teachers; Yakima Valley Community College District 16 WA

ABSTRACT

The collective bargaining agreement between the Board of Trustees of Community College District No. 16 and the Yakima Valley College Federation of Teachers (YVCFT) is presented. This contract, covering the period from January 1, 1990 to June 30, 1992, deals with the following topics: bargaining agent recognition; recognition of rights and functions of employer; YVCFT rights; YVCFT/management relations; grievance procedure; no strike or lockout; scope of agreement; working conditions applicable to all academic employees, including job descriptions and provisions related to appointments and temporary contracts, changes in duties and transfers, assignments in the performing arts and athletics, nondiscrimination, unsafe conditions, selling of textbooks and materials, academic freedom, vocational teaching and certification requirements, insurance, clean indoor air, use of tobacco products, drug-free workplace and drug testing, and sexual harassment; working conditions applicable to full-time academic employees; tenure considerations; dismissal; working conditions applicable to part-time academic employees; curriculum development and governance; professional leave; personnel issues; minimum qualifications for new academic employee positions; and duration and conditions of the agreement. Appendixes provide workload standards, the faculty salary schedule, part-time faculty compensation, extended days for assignments in the performing arts and athletics, and the calendar agreement. (JMC)

ED339418

# AGREEMENT

by and between

the
Board of Trustees
of
Community College District No. 16

and the

Yakima Valley College Federation of Teachers
Local 1485 AFT, WFT, AFL/CIO

January 1, 1990 to June 30, 1992

JC 910 557

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

S. Edgar

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

This document has been reproduced as received from the person or organization originating it.

Minor changes have been made to improve reproduction quality.

Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.



BEST COPY AVAILABLE

To All Full-Time and Part-Time Faculty:

This AGREEMENT, which sets forth the terms and conditions of your employment with Community College District No. 16, has Been negotiated on your behalf by the Yakima Valley College Federation of Teachers (YVCFT). Should you have any questions regarding YVCFT, the application of this AGREEMENT, or any other aspects of your employment with the District, you should contact Roger D. Carlstrom, who is YVCFT President. His phone (on campus) is extension 4156; from off campus, the number is 454-4156.

YVCFT also elects a Vice President for Academic Programs, for Occupational Programs, and for Student Services. The faculty members elected to these positionsmay also be able to provide you with assistance.

Information about the general operating procedures of the District will be provided to you by appropriate District personnel in the course of your employment.

## TABLE OF CONTENTS


| | | | |
|---|---|---|---|
| Preamble | | | 1 |
| Article I | Recognition | | 1 |
| Article II | Recognition of Rights and Functions of Employer | | 1 |
| Article III | YVCFT Rights | | 1 |
| | 3.1 | Payroll Deduction | 1 |
| | 3.2 | Use of Facilities | 2 |
| | 3.3 | Transaction of YVCFT Business | 2 |
| | 3.4 | Use of Equipment | 2 |
| | 3.5 | Use of Internal Communication Systems and Distribution of YVCFT Materials | 2 |
| | 3.6 | Use of Bulletin Boards | 2 |
| | 3.7 | Appearance at Board Meetings | 2 |
| | 3.8 | Distribution of AGREEMENT | 3 |
| | 3.9 | District Information | 3 |
| Article IV | YVCFT/Management Relations | | 3 |
| Article V | Grievance Procedure | | 4 |
| | 5.1 | Purpose and Definition | 4 |
| | 5.2 | Consolidation of Grievance | 4 |
| | 5.3 | Individual Processing | 4 |
| | 5.4 | Timely Filing | 5 |
| | 5.5 | Level of Initial Filing | 5 |
| | 5.6 | Failure to File or Answer | 5 |
| | 5.7 | Steps in the Grievance Process. | 5 |
| | 5.8 | Questions of Arbitrability | 7 |
| | 5.9 | Arbitration | 8 |
| | 5.10 | Grievance Hearings | 9 |
| | 5.11 | Fees and Expenses of the Arbitrator | 9 |
| | 5.12 | Judicial Review | 9 |
| Article VI | No Strike or Lockout | | 9 |

| | | | |
|---|---|---|---|
| Article VII | Scope of AGREEMENT . . . . . | | 9 |
| | 7.1 | Supersession . . . . . | 9 |
| | 7.2 | Completeness of AGREEMENT . . . | 10 |
| | 7.3 | Severability . . . . . | 10 |
| | 7.4 | Issuance of Contract . . . . . | 10 |
| | 7.5 | Protection of Individual Rights . . . . . | 10 |
| | 7.6 | Waiver of Right to Bargain . . | 10 |
| Article VIII | Working Conditions Applicable to All Academic Employees . . . . . | | 11 |
| | 8.1 | Instructor Job Description . . | 11 |
| | 8.2 | Librarian Job Description . . . | 12 |
| | 8.3 | Counselor Job Description . . . | 12 |
| | 8.4 | Appointments and Temporary Contracts . . . . . | 14 |
| | 8.5 | Changes In Duties and Transfers to Non-Academic-Employee Positions . . . . . | 14 |
| | 8.6 | Access to Documents . . . . . | 15 |
| | 8.7 | Assignments in the Performing Arts and Athletics . . . . . | 15 |
| | 8.8 | Nondiscrimination . . . . . | 16 |
| | 8.9 | Unsafe Conditions . . . . . | 16 |
| | 8.10 | Parking . . . . . | 16 |
| | 8.11 | Equipment and Supplies . . . . | 17 |
| | 8.12 | Aprons, Shopcoats, Etc. . . . . | 17 |
| | 8.13 | Workspace, Etc. . . . . | 17 |
| | 8.14 | Selling of Textbooks and Materials . . . . . | 17 |
| | 8.15 | Academic Freedom . . . . . | 18 |
| | 8.16 | Vocational Teaching and Certification Requirements . . | 18 |
| | 8.17 | Insurance . . . . . | 18 |
| | 8.18 | Appointment and Contract Forms. | 19 |
| | 8.19 | Medical Records . . . . . | 20 |
| | 8.20 | Clean Indoor Air . . . . . | 20 |
| | 8.21 | Use of Tobacco Products . . . . | 20 |
| | 8.22 | Drug-Free Workplace and Drug Testing . . . . . | 21 |
| | 8.23 | Sexual Harassment Policy . . . | 21 |
| | 8.24 | Faculty Identification Cards . | 21 |

| | | | |
|---|---|---|---|
| Article IX | Working Conditions Applicable to Full-Time Academic Employees | | 21 |
| | 9.1 | Workload Standards | 21 |
| | 9.2 | Travel | 22 |
| | 9.3 | Overloads | 22 |
| | 9.4 | Full-Time Faculty Pay Periods and Payment Options | 24 |
| | 9.5 | Work Schedule | 24 |
| | 9.6 | Tuition and Fee Waivers | 25 |
| | 9.7 | Leaves for Illness, Injury, Bereavement, and Emergencies | 26 |
| | 9.8 | Bereavement Leave | 27 |
| | 9.9 | Parental Leave | 27 |
| | 9.10 | Attendence Incentive Program | 28 |
| | 9.11 | Jury Leave | 29 |
| | 9.12 | Unpaid Leaves of Absence | 29 |
| | 9.13 | Retirement | 29 |
| | 9.14 | Placement on the Salary Schedule | 30 |
| | 9.15 | Access to Offices | 30 |
| | 9.16 | Retention of Tenure Under Reduced Workload Assignments | 30 |
| Article X | Tenure Considerations | | 31 |
| | 10.1 | Definitions | 31 |
| | 10.2 | Tenure Review Committee-- Purpose and Selection of Membership | 32 |
| | 10.3 | Duties and Responsibilities of the Tenure Review Committee | 33 |
| | 10.4 | Operating Procedures for the Tenure Review Committee | 33 |
| | 10.5 | Action by the Appointing Authority | 36 |
| | 10.6 | Award of Tenure and Maximum Probationary Period | 36 |
| | 10.7 | Rights, Obligations, and Reasonable Expectations of the Probationer | 38 |
| | 10.8 | Exclusion from Grievance Procedure | 39 |

| | | | |
|---|---|---|---|
| Article XI | Dismissal | | 40 |
| | 11.1 | Reasons for Dismissal | 40 |
| | 11.2 | Preliminary Proceedings Relating to a Reduction in Force-- Selection of Candidates | 40 |
| | 11.3 | Preliminary Proceedings Relating to a Reduction in Force--Selection of Candidates for Dismissal | 42 |
| | 11.4 | Preliminary Proceeding Relating To Dismissal-- Informal Meeting(s) | 42 |
| | 11.5 | Dismissal Proceedings-- Notice | 43 |
| | 11.6 | Dismissal Proceedings-- Procedural Rights of Affected Employees | 44 |
| | 11.7 | Dismissal Proceedings--Hearing Officer Appointment and Duties | 45 |
| | 11.8 | Dismissal Proceedings-- Composition of Hearing Committee | 47 |
| | 11.9 | Dismissal Proceedings--Duties of Hearing Committee | 48 |
| | 11.10 | Dismissal Proceedings-- Final Decision by the Board of Trustees and Effective Date | 49 |
| | 11.11 | Dismissal Proceedings--Appeal from Board of Trustees Decisions | 50 |
| | 11.12 | Seniority | 51 |
| | 11.13 | Layoff Status and Recall Rights | 52 |
| | 11.14 | Exclusion from Grievance Procedure | 53 |
| Article XII | Working Conditions Applicable to Part-Time Academic Employees | | 54 |
| | 12.1 | Scheduling | 54 |

| | | | |
|---|---|---|---|
| | 12.2 | Cancellation of Minimum Enrollment Classes | 54 |
| | 12.3 | Evaluation | 54 |
| | 12.4 | Part-Time Faculty Pay Periods | 54 |
| | 12.5 | Workload and Compensation | 54 |
| | 12.6 | Approved-Candidate List | 55 |
| | 12.7 | Hiring Process for Part-Time Academic Employees | 56 |
| | 12.8 | Notice of Names, Locations, Addresses, and Phone Numbers. | 56 |
| | 12.9 | Mailboxes | 57 |
| | 12.10 | Released Time for Professional Activities | 57 |
| Article XIII | Curriculum Development and Governance. | | 57 |
| | 13.1 | Responsibility for Curriculum Development | 57 |
| | 13.2 | Composition and Duties of the Curriculum Committee | 57 |
| | 13.3 | Department Organization and Function | 58 |
| | 13.4 | Department Head Positions-- Joint Study | 61 |
| | 13.5 | Library Committee and Acquisitions Fund | 61 |
| Article XIV | Professional Leave | | 62 |
| | 14.1 | Professional Leave | 62 |
| | 14.2 | Sabbatical Leave | 62 |
| Article XV | Personnel issues | | 64 |
| | 15.1 | Personnel File | 64 |
| | 15.2 | Complaints | 65 |
| | 15.3 | Performance Evaluation | 66 |
| | 15.4 | Discipline | 67 |
| Article XVI | Minimum Qualifications For New Academic Employee Positions | | 67 |
| | 16.1 | Academic Fields | 67 |

| | | |
|---|---|---|
| | 16.2 Vocational Fields . . . . . | 67 |
| Article XVII | Duration and Conditions . . . . . | 67 |
| | 17.1 Durations . . . . . | 67 |
| | 17.2 Reopeners for Appendices B and C . . . . . | 67 |
| | 17.3 Printing and Distribution of Amendments . . . . . | 68 |
| | 17.4 Bargaining on a Successor Agreement . . . . . | 68 |
| Appendix A | Workload Standards . . . . . | 69 |
| Appendix B | Faculty Salary Schedule . . . . . | 71 |
| Appendix C | Part-Time Faculty Compensation . . . . | 71 |
| Appendix D | Extended Days for Assignments in the Performing Arts and Athletics . . . . | 72 |
| Appendix E | Calendar Agreement . . . . . | 73 |

## PREAMBLE

This AGREEMENT is by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 16 and YAKIMA VALLEY COLLEGE FEDERATION OF TEACHERS, Local 1485 AFT, WFT, AFL/CIO (hereinafter called YVCFT). The term "District" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

This AGREEMENT sets forth the terms and conditions of employment for all academic employees of the District. The term "academic employees" means all teachers, counselors, librarians, and department heads employed by the District.

## ARTICLE I - RECOGNITION

The District hereby recognizes YVCFT as the sole and exclusive representative of all academic employees employed by Community College District No. 16 consistent with statute as now or hereafter amended. Excluded from such recognition are all non-academic employees.

## ARTICLE II - RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the direction, assignment and job responsibilities of the work force are vested exclusively with the District subject to the terms and conditions of this AGREEMENT.

## ARTICLE III - YVCFT RIGHTS

**3.1 Payroll Deduction:** YVCFT shall have the right to guaranteed payroll deduction of membership dues for representative employee organization, and the District shall remit such dues to the authorized YVCFT representative, if authorized by the employee.

**3.2 Use of Facilities:** YVCFT and its members shall have the right to use the District facilities for meetings, subject to the standard Facilities Use Policy and Procedure. However, such use shall not interfere with or

interrupt normal District operations nor cause increased maintenance costs to the District. Arrangements (if necessary) shall be made with the District for use outside of normal hours.

**3.3 Transaction of YVCFT Business:** Duly authorized representatives of YVCFT shall be permitted to transact official YVCFT business on District property at all reasonable times, provided that the transaction of such business shall not disrupt the normal operation of the District.

**3.4 Use of Equipment:** YVCFT shall have the right to use District equipment, including but not limited to typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times, subject to the standard fees and conditions of the District, when such equipment is not otherwise in use. YVCFT shall utilize reasonably qualified operators while using such equipment and shall pay for the actual cost of all materials and supplies incidental to such use or shall furnish its own materials and supplies.

**3.5 Use of Internal Communication Systems and Distribution of YVCFT Materials:** YVCFT shall have the right to use the District communications services and faculty mailboxes for communications to academic employees, including mass distributions, provided that the material clearly indicates that YVCFT is the distributor of the material and that the material is related to the administration of this AGREEMENT.

Representatives of YVCFT shall have the right to distribute materials to academic employees within the District. This right shall include but not be limited to access to faculty mailboxes.

**3.6 Use of Bulletin Boards:** YVCFT shall have the right to post notices of its activities and matters of YVCFT concern on faculty bulletin boards.

**3.7 Appearance at Board Meetings:** An officially designated YVCFT representative shall have the right to appear at all open meetings of the Board of Trustees and to propose appropriate matters for the agenda consistent with applicable District procedures. YVCFT shall have

the right to enter background material on any issue brought before the Board. Such materials must be supplied a reasonable length of time prior to the meeting.

YVCFT shall be furnished agendas, minutes, and study materials for Board of Trustee meetings at the same time and in the same form as those furnished the Board except for that information which, in its current stage of discussion, must be considered confidential or to prevent embarrassment to an individual or the college.

Nothing in this provision shall preclude the Board of Trustees from holding executive sessions in a manner consistent with the Open Public Meetings Act.

3.8 **Distribution of Agreement:** Copies of this AGREEMENT shall be printed at the expense of the District within thirty (30) days after this AGREEMENT is signed. Copies will be presented to all full-time academic employees within such thirty (30) day period. Part-time academic employees, upon issuance of their notices of assignment, shall be informed that, upon request, they may obtain a copy of this AGREEMENT from the Office of Human Resources. Upon request, additional copies shall be provided at cost to YVCFT.

All newly-hired, full-time academic employees shall be provided a copy of this AGREEMENT upon issuance of their notices of assignment, and a review copy shall be available to all applicants for faculty positions.

3.9 **District Information:** The District, upon request, agrees to provide information required by YVCFT to perform its representative responsibilities.

## ARTICLE IV - YVCFT/MANAGEMENT RELATIONS

The District and YVCFT agree that their representatives shall meet upon request for the purpose of reviewing the administration of this AGREEMENT. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this AGREEMENT. Neither party shall have any control

over the selection of the representation of the other party, provided, however, that neither party shall have more than three (3) representatives at such meetings. It is further agreed that nothing in this Article shall be construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this AGREEMENT.

## ARICLE V - GRIEVANCE PROCEDURE

5.1 Purpose and Definition: The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of YVCFT or academic employee(s). A grievance is defined as any condition, action, or lack of action on the part of the District that the YVCFT or academic employee(s) believes to be a violation, misinterpretation, or misapplication of this AGREEMENT. Grievances shall be processed as rapidly as possible. Time limits expressed herein may be extended by mutual agreement.

5.2 Consolidation of Grievances: When two (2) or more grievances involving the same alleged violation have been submitted, the District and YVCFT may agree to consolidate the grievances for processing.

5.3 Individual Processing: An academic employee shall have the right to present a grievance to the District and to have such a grievance adjusted without intervention of YVCFT as long as the adjustment is not inconsistent with the terms and conditions of this AGREEMENT and provided further that YVCFT has been given opportunity to be present at such adjustment and to make the views of YVCFT known.

Any grievance covered by this section shall be presented in writing to the appropriate supervisor within the time limits specified in Section 5.4 below. The supervisor shall notify YVCFT in writing within one (1) working day of the receipt of the grievance, which shall then be treated as a Step One grievance in accordance with Section 5.7 below. Service of the Step One Answer shall be to the grievant, with copy provided to YVCFT.

5.4 **Timely Filing:** A grievance to be timely must be filed in writing not more than fifteen (15) calendar days after the aggrieved's cognizance of the facts upon which the grievance is based. During the course of any properly filed grievance, the District upon request shall furnish such information as necessary to process the grievance in a manner consistent with this procedure. Individuals involved in the grievance procedure shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance procedure.

5.5 **Level of Initial Filing:** In all cases, a grievance shall be filed at the lowest level of administrative organization having authority to resolve the grievance. If requested to do so by YVCFT (or in cases of filings made in accordance with Section 5.3 above by the grievant), the Director of Human Resources or the District President shall specify who has such authority.

5.6 **Failure to File or Answer:** In any case where a grievance is not timely filed or submitted to the next step, the grievance shall be deemed finally closed and settled on the basis of the District's last answer unless both parties mutually agree to extend time limits. In any case where the District fails to meet time limits, the grievance may be filed at the next step unless both parties mutually agree to extend time limits.

5.7 **Steps in the Grievance Process:** Grievances shall be handled in the following manner:

**Step One:** If the grievance cannot be adjusted informally, it shall be reduced to writing, dated, and signed by the Grievant and the YVCFT representative. The written grievance shall state the facts upon which it is based, the applicable provision(s) of this AGREEMENT, and the remedy sought. Receipt of the grievance shall be acknowledged in writing by the administrator. The administrator shall then answer the grievance within seven (7) calendar days of its submission by serving the answer on the YVCFT representative.

**Special Note:** Step One shall be the only level for grievances filed under Section 5.3 above unless YVCFT finds the

adjustment granted there to be inconsistent with the terms and conditions of this AGREEMENT. In such a case, YVCFT may itself file the grievance at Step Two.

If the District does not answer a Step One grievance filed under Section 5.3, however, the individual grievant may file at Step Two.

Under no circumstances may an individual grievant take the grievance to arbitration: as provided below, arbitration is a step that may be pursued at the sole discretion of YVCFT (or by the District pursuant to Section 5.8).

Step Two: If no settlement is reached at Step One, the written grievance may be submitted to the appropriate Dean by YVCFT. If the Dean was the District representative at Step One, the grievance shall be submitted to the President. The grievance must be filed at Step Two by a YVCFT representative within seven (7) calendar days after the Step One answer is received. The Grievant(s) and the YVCFT representative shall be present at any meeting called to consider the grievance at Step Two. Additional investigatory measures may be utilized by the Dean or the President. The Dean or President, as appropriate, shall send his or her written answer to the YVCFT representative within twenty (20) calendar days of the Step Two filing.

Note: As used heretofore in this Article, the term "calendar day" shall exclude those days that fall between the end of finals week in any quarter and the beginning of the next quarter.

Step Three: If no settlement is reached at Step Two, YVCFT may at its sole discretion request that the grievance be arbitrated, provided, however, that such a request must be submitted within thirty (30) calendar days after the Step Two answer. The request shall be in writing and shall be submitted to the American

Arbitration Association under its voluntary rules. A copy of the request shall be submitted at the same time and in the same form to the District at the office of the Dean or President, as appropriate.

5.8 Questions of Arbitrability: Any question regarding the substantive or procedural arbitrability of a grievance shall be raised in writing by the District not later than the Step Two Determination. Should the District desire that any such question be submitted to arbitration, a written demand for arbitration shall be submitted to the American Arbitration Association by the District in accordance with the filing requirements set forth in Section 5.7 above, provided, however, that any such demand shall be filed within fifteen (15) calendar days of the Step Two Determination and provided further that a copy of the demand shall be served on YVCFT at the same time and in the same form as it is submitted to the American Arbitration Association. The filing of any such demand shall serve as a stay of any demand regarding the merits of the grievance that may have been earlier filed in the matter by YVCFT.

The arbitrator selected for purposes of this Section shall have authority to decide all substantive and procedural arbitrability issues raised by the District in its Step Two Determination, and the parties agree to accept the arbitrator's decision and award as final and binding upon them. Except as they may otherwise be modified by this Section, the powers and duties of the arbitrator shall be as specified in Section 5.9 below.

Any arbitrator selected for purposes of this Section shall not have authority to rule on the merits of the grievance itself unless otherwise agreed by the parties. The fees and expenses of such arbitrator shall be paid by the losing party unless the arbitrator is also permitted by agreement of the parties to rule on the merits of the grievance, in which case the provisions of Section 5.11 below shall govern. Should more than one (1) arbitrability question be considered by the arbitrator and should the decision and award constitute a split where one or more but not all such questions are decided in favor of one or the other party, the fees and expenses shall be apportioned to reflect the split.

Following a decision and award adverse to the District under this Section, YVCFT shall have up to thirty (30) calendar days to file a demand for arbitration on the merits of the grievance in accordance with Section 5.7 above.

Failure of the District to submit questions of substantive and/or procedural arbitrability to arbitration pursuant to the provisions of this Section shall serve as a bar to the raising of such questions in any arbitration on the merits.

**5.9 Arbitration:** Only grievances initiated during the life of this AGREEMENT may be submitted to arbitration. The parties agree to accept the arbitrator's award as final and binding upon them. The arbitrator shall not have any power to modify, add to, subtract from, or disregard any of the terms and conditions of this AGREEMENT.

In addition, the jurisdiction of the arbitrator shall be subject to the following provisions:

a. The arbitrator shall adjudicate only issues that arise under the express terms and conditions of this AGREEMENT or that are presented by any submission agreement(s).

b. The arbitrator shall not have authority to extend interpretations to matters other than those applicable to the particular issue(s) before him or her.

c. The arbitrator's decision and award shall not grant relief extending beyond the termination date of this AGREEMENT or any renewal or extension(s) thereof.

d. The arbitrator's decision and award shall include a statement of the issue(s), the remedy (if appropriate), and the reasoning and grounds upon which the decision is based, and shall be rendered within thirty (30) days of the date written briefs are received from the parties.

e. The arbitrator's decision and award shall be based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and on the matters presented in the written briefs of the parties.

f. The arbitrator may retain jurisdiction until such time as the award is completed.

g. The arbitrator shall not have the authority to remand an issue back to the parties for negotiations.

5.10 **Grievance Hearings:** Grievance hearings shall be conducted during normal working hours. Employees directly participating in such hearings shall be granted released time.

5.11 **Fees and Expenses of the Arbitrator:** The fees and expenses of the arbitrator shall be borne equally by the parties except as provided otherwise in Section 5.8 above.

5.12 **Judicial Review:** Nothing in this Article shall preclude judicial review of an arbitrator's decision in the manner permitted by law.

## ARTICLE VI - NO STRIKE OR LOCKOUT

The parties agree that there will be no strike or lockout during the life of this AGREEMENT.

## ARTICLE VII - SCOPE OF AGREEMENT

7.1 **Supersession:** This AGREEMENT constitutes the negotiated agreement between the District and YVCFT and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this AGREEMENT supersedes any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

7.2 **Completeness of Agreement:** Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

7.3 **Severability:** Both parties believe that all provisions of this AGREEMENT are lawful. If any provision of this AGREEMENT should be found contrary to existing law by a court of competent jurisdiction, the remainder of the AGREEMENT shall not be affected thereby. If a provision is thus found to be contrary to law, the parties, upon request of either party, shall enter into negotiations within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement of the provision.

7.4 **Issuance of Contracts:** All employee contracts shall be issued subject to and consistent with Washington State law and the terms and conditions of this AGREEMENT.

7.5 **Protection of Individual Rights:** Nothing contained in this AGREEMENT shall be construed as denying the right(s) of an individual academic employee provided by law.

7.6 **Waiver of Right to Bargain:** Except as specifically stated otherwise in this AGREEMENT, YVCFT agrees that the District shall not be obligated to bargain collectively with YVCFT before making changes in academic employees' wages, hours or working conditions not covered by this AGREEMENT under the following circumstances:

a. The academic employee's work is under or pursuant to a Job Service Program Contract (or its equivalent); or

b. The change is mandated by a state or federal executive order, regulation, or statute; or

c. The academic employee's work is under or pursuant to a contract for a state or federal grant, and the change is required by one or more provisions of the contract.

No such change shall be made by the District, however, without first providing YVCFT with reasonable notice of

the intent to make a change and the basis for it, nor shall any such change go beyond the scope of the express circumstance invoked by the District. Accordingly, YVCFT hereby specifically waives any right it or academic employees might otherwise have to request or demand bargaining under the circumstances described above.

## ARTICLE VIII - WORKING CONDITIONS APPLICABLE TO ALL ACADEMIC EMPLOYEES

8.1 **Instructor Job Description:** An instructor shall be responsible to the appropriate associate dean in those areas designated in this job description.

The primary responsibility of an instructor shall be instruction based on special educational qualification, as assigned. Such responsibilities include (a) participation in college-wide registration and advising (when assigned), (b) effective and full use of the designated class meeting time, (c) adequate preparation for course instruction, (d) performing other specifically assigned duties related to instruction, and (e) availability for student consultation outside of class on a daily basis if holding a full-time faculty appointment.

An instructor shall also be responsible for ordering the necessary textbooks and audio-visual and audio-tutorial equipment for those courses assigned. He or she shall also submit requests for supplies, equipment, and budgetary items in good order and in good time.

To the extent reasonably possible, an instructor shall keep abreast of developments in subject field content and methods of instruction.

An instructor holding a faculty appointment shall participate on proper notification and to the extent reasonably possible in committee work and planning, research and innovation, course and curriculum planning, inservice training, meetings, and other specifically assigned duties.

An instructor with a full-time faculty appointment shall be required to be on campus, at other assigned

locations, and/or in travel between assignments for thirty-five (35) hours per week.

**8.2 Librarian Job Description:** A librarian shall be responsible to the Dean of Instruction in those areas designated in this job description.

A librarian shall assist students and academic employees in locating and using printed and audio-visual materials in the library.

A librarian shall classify and assign subject headings to books, tapes, records, slides, films and other learning or source materials in such manner as to make the various materials easily available to students and academic employees.

A librarian shall select print and non-print materials to supplement the curriculum and to enrich the collection.

A librarian holding a faculty appointment shall participate on proper notification and to the extent reasonably possible in committee work and planning, research and innovation, course and curriculum planning, inservice training, meetings and other specifically assigned duties.

A librarian with a full-time faculty appointment shall be required to be on campus, at other assigned locations, and/or in travel between assignments for thirty five (35) hours per week.

**8.3 Counselor Job Description:** A counselor shall be responsible to the Director of Counseling in those areas designated in this job description.

The primary duty of a counselor shall be participation in the Counseling Center's ongoing program based on special educational qualification and experience, as assigned. The responsibilities of a counselor include

a. assisting students with available information relating to vocational, academic, and developmental programs, including courses and

activities in the District and transfer requirements and general information regarding other institutions;

b. counseling with students individually and in groups;

c. interpreting standardized tests and measurements commonly understood to be psychological in nature;

d. serving as a referral person in cases where students may need additional medical, social, or educational help;

e. assisting students individually or in groups and/or classes to acquire and develop more effective study skills;

f. providing career guidance and/or placement information to individuals or to groups and/or classes;

g. serving as a consultant to students referred from other academic employees or from schools within the Community College District;

h. working with counseling personnel in high schools to provide accurate information about District programs;

i. assisting in training students and faculty for advisory and orientation functions;

j. maintaining a file of up-to-date transfer information on assigned institutions to help students in planning for additional education; and

k. assisting vocational areas in the screening and selection of students, as required.

A counselor may instruct classes outside the counseling unit when qualified and as needed, with the approval of the Dean of Student Services.

To the extent reasonably possible, a counselor shall keep abreast of developments in the counseling field.

A counselor holding a faculty appointment shall participate on proper notification and to the extent reasonably possible in committee work and planning, research and innovation, course and curriculum planning, inservice training, meetings, and other specifically assigned duties.

A counselor with a full-time faculty appointment shall be required to be on campus, at other assigned locations, and/or in travel between assignments for thirty-five (35) hours per week.

**8.4 Appointments and Temporary Contracts:** Except in cases where a "special faculty appointment" as delineated in the tenure law applies, all full-time academic employees shall be offered either a tenured or probationary faculty appointment. Academic employees working less than full time shall be given either a temporary contract or, in those cases where tenure considerations apply, shall be given a tenured or probationary faculty appointment in accordance with the Law and this AGREEMENT.

**8.5 Changes In Duties and Transfers to Non-Academic-Employee Positions:** The District shall consult with an academic employee in a timely manner before assigning substantially new or different duties to the employee.

No academic employee shall be required to accept transfer or reassignment to a non-academic-employee position. When any such transfer or reassignment is made, the District shall provide written notice to YVCFT. The notice shall state the terms and conditions of the transfer or reassignment (including its duration) and the terms under which the employee may return to his or her former status. Upon expiration of the transfer or reassignment, return to academic employee status shall be automatic and shall be, except as otherwise provided in this AGREEMENT, to the same status, terms and conditions of academic employment as held prior to the transfer or reassignment.

8.6 **Access to Documents:** Each academic employee shall have access to any District document that affects his or her status of employment.

8.7 **Assignments in the Performing Arts and Athletics:** Academic employees holding faculty appointments who are assigned duties in the performing arts shall do so as part of their full-time workload and, in recognition of the supplemental duties associated with such assignments, shall also receive extended-day compensation as provided in Appendix D, which by this reference is attached hereto and incorporated herein. Part-time academic employees who are assigned such duties shall receive compensation in accordance with Section 12.5 below for those class sections to which they are assigned as the instructor of record and shall also receive the extended-day compensation provided in Appendix D.

Academic employees holding faculty appointments who are assigned duties in athletics shall receive extended-day compensation as provided in Appendix D for such supplemental assignments. If such an employee is the instructor of record for any class associated with such assignments, he or she shall be assigned "instructional units" for the class as part of the full-time workload. Part-time academic employees who are assigned to athletics shall receive compensation in accordance with Section 12.5 below for those class sections in which they are assigned as the instructor of record. Each coach listed below shall be deemed "instructor of record" for the full credit of the class section(s) applying to that coach (squad size to be determined by the Director of Athletics following review of the number of participants in the sport):

| | | |
|---|---|---|
| a. | Squad of 17 or fewer | Head coach only |
| b. | Squad of 18 - 30 | Head coach plus one (1) assistant coach |
| c. | Squad of 31 - 45 | Head coach plus two (2) assistant coaches |

| | | |
|---|---|---|
| d. | Squad of 46 - 60 | Head coach plus three (3) assistant coaches |
| e. | Squad of 61 and above | Head coach plus four (4) assistant coaches |

In addition, part-time academic employees shall receive extended-day compensation as provided in Appendix D. Nothing in this paragraph, however, shall be construed as requiring the District to grant class credit to students for athletic activities.

Academic employees who have carried out assignments for the District in the performing arts or athletics in three (3) consecutive regular college years prior to the effective date of this AGREEMENT and who are given such assignments during the life of this AGREEMENT shall be placed at their actual salary grades for purposes of extended-day compensation. All other academic employees given assignments in the performing arts or athletics during the life of this AGREEMENT shall be placed for extended-day compensation purposes at a salary grade on the basis of experience with duties associated with the specific assignment, as determined by the District and as acceptable to the employee.

**8.8 Nondiscrimination:** No academic employee shall be discriminated against on the basis of race; color; national origin; age; sex; marital status; handicap; or political affiliation, activity, or belief, in accordance with state or federal law. Claims of discrimination under this Section shall be excluded from the grievance procedure.

**8.9 Unsafe Conditions:** No academic employee shall be required to work under known unsafe or hazardous conditions or to perform tasks that endanger his or her health, safety, or well-being or the health, safety, or well-being of students.

**8.10 Parking:** A reserved parking area at the main campus and at any other site of the District's operation shall be provided and maintained for academic employees during all times of instruction, day and evening. This area

shall be provided without cost to the employee. Appropriate parking stickers shall be issued to all academic employees of the District.

This Section shall be deemed satisfied if an academic employee is assigned to a site not owned or operated by the District and free public parking is readily available. If free public parking is not available, the District shall extend every effort to arrange parking at no cost to the employee.

Nothing in this Section shall be construed as barring the District and YVCFT from agreeing to establish a parking fee should one be deemed necessary by the parties.

**8.11 Equipment and Supplies:** Equipment and supplies deemed necessary by the District for any District offering shall be provided by the District. Transportation for District business shall be provided by the District. If District transporation is not available, the employee shall be reimbursed at the standard District rate for the use of his or her personal vehicle or public transportation used. No academic employee shall be required to use his or her personal vehicle to transport District equipment, supplies, personnel, or students.

**8.12 Aprons, Shopcoats, Etc.:** Aprons, shopcoats, uniforms, or any special wearing apparel required for academic employees in special occupation or shop areas shall be furnished and laundered by the District without cost to the employee.

**8.13 Workspace, Etc.:** Workspace, clerical assistance, instructional supplies, materials, and ditto machines deemed necessary by the District for academic employees shall be provided and maintained in locations selected by the District.

**8.14 Selling of Textbooks and Materials:** At off-campus locations where the College Bookstore may not reasonably station a representative or establish an outlet, the District may require academic employees to sell required texts and materials to students.

**8.15 Academic Freedom:** Academic employees are free to pursue scholarly inquiry without undue restriction and to voice and publish their conclusions concerning the significance of evidence they consider relevant. Such employees must be free from the corrosive fear that others, inside or outside the District, may threaten their professional careers or the material benefits accruing from those careers. Accordingly, these employees are entitled to freedom in the classroom in presenting the subjects they teach and shall be free to select and use textbooks that they deem suitable for such presentation. They shall be free from institutional censorship or discipline when they speak, write, or act, provided that they shall strive to be accurate, to exercise appropriate restraint, to show respect for the opinion of others, and to avoid creating the impression that they speak or act for the District when they speak or act as private persons. Faith in the academic employee should find a place in the administrative regulations of the District and their day-to-day application in recognition of the academic employee's professional judgment and good will.

**8.16 Vocational Teaching and Certification Requirements:** Vocational teaching and certification standards required by applicable statute and Washington Administrative Code shall be followed by the District with respect to academic employees affected by such standards.

**8.17 Insurance:** Academic employees shall be afforded liability protection by the District in accordance with the Tort Claims Act of the State of Washington.

The District shall contribute the maximum amount authorized and funded by the Legislature for approved medical, life, salary, liability, optical, and dental insurance programs. All insurance shall remain in effect during periods when the academic employee is on paid leave. The academic employee has the option of continuing all insurance benefits at his or her own expense while on unpaid leave if legally permissible. The District's contribution to the insurance plans shall be in accordance with state law and the regulations of the State Employees Benefits Board.

The District will assist the employee in maintaining insurance coverage while on leave by providing information and forms. The District shall inform each academic employee about all known insurance options and important dates related thereto. The District will simply make such information available and will not give advice or otherwise be involved in the personal options and selections of the employees.

To the extent provided by law and the regulations of the State Employees Benefits Board, part time faculty shall be entitled to participate in insurance plans available to full time faculty.

The District and each academic employee shall participate in social security in accordance with applicable federal statutes.

**8.18 Appointment and Contract Forms:** All academic employees who hold an appointment with the District or who are employed without an appointment shall be issued a Notice of Assignment prior to each assignment period.

The Notice of Assignment shall be the only appointment, contract, or assignment form used by the District for academic employees and shall state

a. that the Notice of Assignment incorporates by reference this AGREEMENT, which states the terms and conditions of employment;

b. the location and nature of the assignment(s);

c. the salary grade or salary as appropriate;

d. the beginning and ending dates of the assignment period;

e. the total number of days or hours, as appropriate, of the assignment period; and

f. the type of appointment held by the employee.

Additionally, the District shall provide written notification to academic employees regarding (1) the method and dates of payment, (2) the extent to which the

individual academic employee is covered by insurance programs offered by the District and/or the State of Washington, (3) the extent to which the employee is entitled by law and/or this AGREEMENT to participate in such programs, and (4) the procedures such employee must follow to participate in such programs.

The Notice of Assignment shall be signed on behalf of the District by the President or designee. The Notice shall then be signed by the academic employee whose signature shall indicate that he or she does not intend to resign the faculty appointment during the stated assignment period. Upon execution of the Notice by the President (or designee) and the employee, copies shall be forwarded by the District to the employee's personnel file, the Payroll Office, and YVCFT. The copy provided to the academic employee for his or her own records shall be a legal copy.

The Notice of Assignment form shall be used exclusively for academic employees. The existing form may be changed from time to time due to suggestions from the District or YVCFT or due to statewide record-control procedures governing agencies. All potential changes to the form will be mutually discussed and approved by representatives of the District and YVCFT.

**8.19 Medical Records:** Medical records maintained by District health officials regarding academic employees shall be subject to the same confidentiality protections provided to students.

**8.20 Clean Indoor Air:** Academic employees shall not smoke in classrooms, offices and office reception areas, lounges, conference rooms, or other indoor areas normally used by academic employees, District personnel, or students.

**8.21 Use of Tobacco Products:** While on District property, academic employees shall not use chewing tobacco in any manner that may create maintenance problems for the District, nor shall such employees dispose of cigar or cigarette butts in such a manner. The District shall provide appropriate receptacles for disposal of cigar and cigarette butts in outdoor smoking areas.

8.22 Drug-Free Workplace and Drug Testing: Consistent with the Federal Drug-Free Workplace Act of 1988, the District will endeavor to maintain a drug-free workplace. Accordingly, illegal possession, use, or distribution of drugs by an academic employee in any facility of the District or on any District premises or at any activity operated or supervised by the District shall be prohibited. Any academic employee violating this rule shall be subject to disciplinary action (up to and including discharge) under the terms and conditions of this AGREEMENT. Any academic employee employed under a grant as defined by the Act shall be required to notify the District of any criminal-drug-statute conviction for violation occurring in the workplace. Such notification shall be in accordance with the requirements of the Act.

No academic employee shall be subject to any blood, urine, or other test by or on behalf of the District designed to identify the presence in the body of controlled and/or illegal drugs or alcohol until or unless the parties to this AGREEMENT have negotiated regarding a drug-screening program for academic employees in accordance with Chapter 28B.52 Revised Code of Washington.

8.23 Sexual Harassment Policy: Representatives of the District and YVCFT shall meet during the first year of this Agreement to negotiate regarding a sexual harassment policy, pursuant to Chapter 28B.52 Revised Code of Washington.

8.24 Faculty Identification Cards: All academic employees of the District shall be issued plastic identification cards at the beginning of their assignment periods. The cards shall verify that the individual named is an academic employee of the District.

## ARTICLE IX - WORKING CONDITIONS APPLICABLE TO FULL-TIME ACADEMIC EMPLOYEES

9.1 Workload Standards: Assignments shall be made to fulfill educational needs as determined by the District. In the event that it is necessary to assign duties prior to 7:30 a.m. or after 5:00 p.m., the academic employee

shall be notified of such necessity in advance, and the necessity shall be discussed with the employee prior to actual assignment. Reasonable effort shall be made by the District to avoid such an assignment unless it is required in order to provide the academic employee with a full-time load.

Full-time loads are set forth in Appendix A, which by this reference is attached hereto and incorporated herein.

**9.2 Travel:** In cases where travel to a location other than the official duty station is regularly required of an academic employee, the appropriate Dean shall specify appropriate released time or an appropriate number of instructional units to be computed in the employee's workload in accordance with provision No. 5 of Appendix A.

Mileage costs for travel to such a location, or for other required travel, shall be reimbursable in accordance with state regulations as transportation for District business in the following instances: (a) where the location is the sole work location in any one day, reimbursement shall be for the total round-trip mileage to the site less the total round-trip mileage between the employee's residence and the official duty station; (b) where the location is in addition to the official duty station in the same day, reimbursement shall be for the round-trip mileage between the official duty station and the additional location; (c) other travel situations shall be evaluated by the appropriate Dean in consultation with the affected academic employee.

**9.3 Overloads:** When an assignment for an academic employee holding a faculty appointment results in an accumulation in excess of sixteen (16) "instructional units" in the first quarter, thirty-two (32) "instructional units" in the second quarter, or forty-eight (48) "instructional units" in the third quarter of the current normal assignment period, the District shall compensate the employee for the overload assignment through one (1) of the following three (3) methods:

a. If the total quarterly assignment of classroom instruction does not exceed twenty (20) "instructional units" and if the overload occurs in the first or second quarter of the current normal assignment period, the District shall assign a reduced load in the subsequent quarter(s) to assure that the annual accumulation does not exceed forty-eight (48) "instructional units" unless method "b" below is used instead; or

b. If the overload assignment does not exceed ten (10) "instructional units" in the quarter and method "a" has not been specified, the employee shall be paid in accordance with the rate set forth in Appendix C of this AGREEMENT; or

c. If the overload caused by the class (or classes) or other assignment(s) exceeds ten (10) "instructional units" in the quarter, the employee shall be paid in accordance with the following prorata formula, provided, however, that in the third quarter of the assignment period, this method shall be applied only if the total quarterly assignment exceeds twenty-five (25) "instructional units":

$$\frac{\text{excess i.u.s.) x salary}}{48} = \text{overload compensation}$$

Overloads compensated by method "b" or "c" may be assigned only with the written consent of the academic employee.

Academic employees holding faculty appointments or special faculty appointments and assigned ten (10) "instructional units" or fewer as a supplemental assignment beyond the normal assignment period shall be compensated in accordance with the rate set forth in Appendix C. If the assignment exceeds ten (10) "instructional units" in such a supplemental assignment, the employee shall be compensated in accordance with the formula set forth in method "c" above, provided, however, that health occupational academic employees teaching more than ten (10) "instructional units" shall be compensated on an extended-day basis. Department heads assigned

nonteaching, supplemental assignments pertaining to the ongoing business of the department during the summer months and academic employees assigned counseling, librarianship, and/or curriculum-development responsibilities for more than 17.5 hours in any week as a supplemental assignment shall also be compensated on an extended day basis. Each extended day shall be compensated at 1/178 of the full-time salary in effect when the supplemental assignment is performed.

Assignments beyond the normal assignment period other than those specified above shall be compensated in accordance with Appendix C.

**9.4 Full Time Faculty Pay Periods and Payment Options:** Each full-time academic employee shall be paid in accordance with the provisions of Chapter 42.16 RCW and Chapter 82-50 WAC as now or hereafter amended; to the extent permissible, each employee shall have the option of having his or her total contracted salary prorated to reflect a balloon payment at the end of the contractual year. Once an academic employee has selected an option, it shall remain in effect for that fiscal year and for each fiscal year thereafter until or unless he or she specifies in writing by September 10 that he or she desires to change options.

**9.5 Work Schedule:** The normal assignment period for the 1989-90 regular college year shall be 177 days; for 1990-91, 178 days; and for 1991-92, 178 days. Each normal assignment period (or its equivalent) shall include the holidays specified in paragraph two of this Section. Appendix E, which by this reference is attached hereto and incorporated herein, sets forth the Academic Calendar for each quarter covered by this AGREEMENT. Representatives of the District and YVCFT shall meet in February 1992 to develop calendar recommendations concerning the 1992-93 regular college year for ratification by the parties.

The holidays in each regular college year shall be as follows: (a) Independence Day, (b) Labor Day, (c) Veterans' Day, (d) Thanksgiving Day and the day thereafter, (e) Christmas Day, (f) New Year's Day, (g) Martin Luther King Jr.'s Birthday, (h) Presidents' Day, (i) Spring Holiday, (j) Memorial Day. When holidays fall

on weekends, the designated holiday shall be Friday if the holiday falls on Saturday and Monday if the Holiday falls on Sunday. The Spring Holiday shall be a Friday or Monday as close to May 1 as practicable. Veterans' Day shall be observed on the Friday or Monday closest to November 11.

"Regular college year" means a period of time inclusive of consecutive summer, fall, winter, and spring quarters when instructional services are being provided. No academic employee shall be required to exceed the number of assigned days in any combination of three quarters during the regular college year.

Tenured, full-time counselors or librarians may be assigned schedules within a ten-month period that differ from but are equivalent to the fall, winter, and spring normal assignment periods carried out by other full-time academic employees. Any such arrangement shall include ten (10) holidays or their equivalent and shall be made in writing prior to the commencement of the alternative normal assignment period. The District shall apprise YVCFT when such an arrangement is made.

Probationary full-time counselors or librarians may be assigned normal assignment periods as defined in paragraph one of this Section that begin up to fifteen (15) calendar days (including the Labor Day holiday, if applicable) before the return of the full-time faculty for the fall quarter. Any such schedule, however, shall end with the close of the spring quarter for the applicable regular college year. The District shall apprise YVCFT when such an arragement is made.

**9.6 Tuition and Fee Waivers:** The District shall waive tuition and fees for full-time academic employees subject to the following conditions:

a. Eligible employees will be required to pay a five dollar ($5.00) non-refundable records fee if they have never attended a District credit course. This fee is required one time only and only pertains to credit courses.

b. Eligible employees will be required to pay a five dollar ($5.00) registration fee per quarter plus any special course fees (e.g., laboratory fees).

c. Eligible employees covered by this Section or any other tuition-waiver regulations of the District may enroll on a space available basis only in classes where the number of tuition-paying students does not exceed the maximum designated class size.

d. Procedures shall be established in the District's admission offices to record enrollment information for employees participating under this program or any other comparable program in the District.

e. Eligible academic employees may utilize work time to attend classes in which they are enrolled under this Section provided that they are not otherwise assigned during that time.

f. Courses taken under this Section shall apply for salary advancement purposes subject to the guidelines of this AGREEMENT when such courses are taken outside work time.

g. An eligible employee may take no more than one course per quarter under this Section, unless additional courses are approved by the appropriate Associate Dean.

h. Community service courses shall not be covered by this Section.

**9.7 Leaves for Illness, Injury, Bereavement, and Emergencies:** Academic employees holding faculty appointments and other academic employees who are contracted for at least three (3) academic quarters in any regular college year shall receive twelve (12) leave days per year for illness, injury, bereavement, and emergencies. Academic employees on unpaid or sabbatical leave, however, shall not accrue the leave provided in this Section during the quarter(s) they are on unpaid or sabbatical leave.

The leave provided in this Section after the first three-quarter period of employment shall be accumulated for full-time faculty and may be taken at any time (including the first three-quarter period) upon proper notification to the immediate supervisor. Such notification shall be in advance of the next assigned obligation if possible.

The District may require a medical examiner's statement in cases of extended absences for health reasons in excess of five (5) consecutive days or in cases where frequent absences for health reasons lead the immediate supervisor to believe that sick leave abuse may be occurring. In the latter case, however, the supervisor shall first meet with the employee to discuss the concern and seek a satisfactory resolution of the problem prior to making such a requirement. (The employee shall be entitled to YVCFT representation in any such meeting.) When a medical examiner's statement required by the District demonstrates that the extended or frequent absences for health reasons are legitimate, the District upon written request of the employee shall reimburse him or her for the actual cost of the statement to the employee.

**9.8 Bereavement Leave:** The leave for bereavement provided in Section 9.7 above shall pertain also to related legal matters and shall be granted in the event of a death in the academic employee's immediate family. "Immediate family" means husband, wife, offspring, parent, sibling, stepbrother, stepsister, stepchild, stepparent, grandchild, grandparent, in-law, or any person living in the immediate household of the employee. Leave to pay last respects to a very close, deceased friend may be granted by the immediate supervisor without loss of pay to the employee.

**9.9 Parental Leave:** Academic employees covered by Section 9.7 shall be entitled to take an unpaid leave of absence for child birth or adoption for a reasonable length of time and subsequently return to their positions under the same uniform terms and conditions as any other academic employee covered by that Section. A reasonable period of leave in this context shall be a maximum of one (1) quarter. Upon request, additional leave under this paragraph may be granted by the District. To be entitled

to parental leave under this Section, academic employees shall provide at least ninety (90) days advance notice of the intent to take parental leave and the estimated time of return to work.

An academic employee may take sick leave to care for any person eighteen years of age or younger who lives in the employee's immediate household and who requires treatment or supervision of a health condition.

Leave required due to pregnancy and recovery therefrom shall be treated as sick leave in compliance with Section 9.7 above and applicable nondiscrimination laws. Leave without pay during the period of medical disability shall be granted in the event sick leave is exhausted. Leave beyond the period of medical disability may be granted without pay up to a maximum of one (1) regular college year. An academic employee covered by this paragraph shall not be required to leave work at the expiration of any arbitrary period during pregnancy.

9.10 Attendance Incentive Programs: For purposes of "attendance incentive programs" prescribed by present or future statute, the leave described in Section 9.7 above shall be deemed compensable for any month during which one (1) or more contractual days of service are performed including full- or part-time summer quarter assignments for academic employees covered by Section 9.7.

In January of the year following any calendar year in which such leave is accrued, any eligible academic employee upon written request shall receive remuneration for such unused leave accumulated in that year at a rate equal to one (1) full day's current monetary compensation for each four (4) full days of unused, accumulated leave in excess of sixty (60) days. In any year when this option is not exercised by the employee, the compensable leave shall accumulate and shall be paid on the same basis upon his or her separation from the District due to retirement or death. (If applicable, the employee's estate shall receive the compensation.) Any payments received in accordance with this paragraph shall not be included for the purpose of computing a retirement allowance under any public retirement system.

Payment under the preceding paragraph shall be only for those days defined as "compensable" above. Leave days taken during the calendar year shall be deducted from the total accumulated during the calendar year to determine "compensable days."

**9.11 Jury Leave:** Academic employees shall be excused from their duties for jury service. Such employees shall be paid their regular pay less any fee they may receive for acting as juror.

**9.12 Unpaid Leaves of Absence:** An unpaid leave of absence for up to two (2) years may be granted upon application by any academic employee for the purpose of advanced study, serving as an officer in any professional or employee organization or its staff, campaigning for or serving in an elected or appointed public official position, or for personal reasons.

Such a leave may also be granted upon application by any academic employee for the purpose of participating in exchange teaching programs or in a cultural program related to his or her professional responsibilities.

The District may extend an unpaid leave of absence beyond the two-year limit upon application by the academic employee.

Upon return from an unpaid leave of absence, the academic employee may apply for any professional improvement credits earned during the leave. Failure to return within the time limits of an unpaid leave of absence shall relieve the District of its obligations to the employee. If the District has reasonable cause to believe that an academic employee on unpaid leave may not return from such leave, the employee may be required to provide written notice of his or her intent to return within the time limits specified by the leave. The employee's failure to provide such notice may relieve the District of its obligations to the employee.

**9.13 Retirement:** Unless otherwise provided by law, no academic employee shall be regularly employed by Community College District No. 16 who has reached his or her seventieth (70th) birthday. If retirement age is reached during the school term, the academic employee may

complete the year's work. The President may continue the appointment of an academic employee who has passed the age of seventy (70) and who, in the judgment of the President, is essential to the continuation of excellence in the instructional program. Any academic employee may retire at his or her option upon becoming eligible under the Retirement Plan of which he or she is a member before reaching the age of seventy (70) and shall, at any time, have the right to make any changes in his or her retirement plan permitted by the plan itself.

**9.14 Placement on the Salary Schedule:** New full-time academic employees shall be placed initially on the Salary Schedule, which is set forth in Appendix B of this AGREEMENT and which is by this reference attached hereto and incorporated herein. Initial placement shall be on the basis of experience in the employee's discipline or field, teaching and/or vocational experience, and educational credits as determined by the District and as acceptable to the new employee.

Any academic employee who is assigned more than ten (10) "instructional units" in any one quarter shall be placed on an appropriate Salary Grade (prorated), provided, however, that any such employee assigned forty-three (43) "instructional units" in any three quarters during the regular college year shall be deemed "full-time" and shall receive a full salary Grade Placement. For purposes of this Section, "pro rata" shall be determined by the following formula:

$$\frac{\text{"Instructional Units"}}{14.33} \times \frac{\text{Number of days assigned}}{\text{Normal assignment period}} \times \text{Base Salary} = \text{Pro rata Salary}$$

Faculty salary grade placements for 1988-89 shall be brought forward.

**9.15 Access to Offices:** Academic employees shall be permitted access to their offices during times when District buildings are locked in accordance with established procedures. Access shall be granted automatically to academic employees having offices in the District.

**9.16 Retention of Tenure Under Reduced Workload Assignments:** As provided by RCW 28B.50.859, a tenured academic employee may request to work a reduced workload

and still retain tenure. If such a request is granted, the District and the employee shall execute a written agreement setting forth the terms and conditions of the assignment, including the conditions, if any, under which the employee may return to full-time employment. Any such agreement shall be consistent with the terms and conditions of this AGREEMENT, and the academic employee shall be entitled to YVCFT representation in the development of any such agreement. Upon execution of an agreement under this Section, the District shall provide a copy to YVCFT.

## ARTICLE X - TENURE CONSIDERATIONS

The following rules on tenure are established (a) to protect faculty employment rights and faculty involvement in the establishment and protection of these rights in Community College District No. 16, and (b) to define a reasonable and orderly process for the appointment of academic employees to tenure status, or for the nonrenewal of probationary academic employees.

10.1 **Definitions:** As used in this AGREEMENT.

"Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority.

"Appointing Authority" shall mean the Board of Trustees of Community College District No. 16.

"Faculty Appointment" shall mean full-time employment as a teacher, counselor, librarian or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments; "Faculty Appointment" shall also mean department heads to the extent that they have had or do have status as a teacher, counselor, or librarian, and shall also mean employment on a reduced workload basis as defined by RCW 28B.50.851(2)(a). "Faculty Appointment" shall not mean, however, "special faculty appointment" as defined by RCW 28B.50.851(2)(b), provided that the conditions prescribed therein governing transfer and/or termination shall apply.

"Faculty Peer" shall mean an individual holding a faculty appointment.

"Probationary Faculty Appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment.

"Probationer" shall mean an individual holding a probationary faculty appointment.

"Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

"Tenure Review Committee" shall mean a committee composed of the probationer's tenured faculty peers, a student representative, and an administrator, provided that a majority of the committee shall consist of the probationer's tenured faculty peers.

**10.2 Tenure Review Committee--Purpose and Selection of Membership:** Each probationer shall have a five-member tenure review committee assigned to him or her by October 15 of the first year of appointment. Probationers appointed at some other time than the beginning of the fall quarter shall have such a committee assigned within six (6) weeks of the date of appointment. Tenure review committees shall serve as standing committees until such time as the probationer is either granted tenure or the probationary faculty appointment is terminated.

The tenured faculty in the probationer's department or administrative unit (i.e., the Library or the counseling unit) shall submit a list of three (3) or more tenured nominees to the appropriate Associate Dean or other supervisor. The faculty peers and appropriate department head acting as a body shall then vote to select two (2) such nominees as members of the tenure review committee.

The probationer may submit to the department or administrative-unit faculty peers a list of two (2) or more nominees who are tenured faculty to serve on the tenure review committee. The faculty peers and appropriate department head acting as a body shall then vote to select one such nominee as a member of the tenure review committee. In the event that the probationer does

not submit nominations, the faculty peers and department head acting as a body shall then vote to select a third committee member.

In cases where the probationer is assigned to more than one department or to a combination of department(s) and administrative unit(s), the tenured faculty in each such department or unit shall participate in the nominations process set forth in paragraphs two and three of this Section. The faculty peers in each affected department and/or unit and the head of each affected department shall participate in the elections required by those paragraphs.

The administrator on the committee shall be appointed by the appropriate Dean.

The student member of the committee shall be a full-time student appointed by the Associated Student Body President in accordance with procedures for such appointment established by the Student Body Government.

Any vacancy on a tenure review committee shall be filled in the same manner as the original appointment was made.

Insofar as possible, at least one (1) member of the committee should be in the probationer's academic discipline or field of specialization.

**10.3 Duties and Responsibilities of the Tenure Review Committee:** The general duties and responsibilities of the tenure review committee shall be to (a) evaluate the probationer, (b) advise him or her of strengths and weaknesses in performance, and (c) develop programs to overcome any weaknesses that he or she may have. The evaluation process shall place primary importance upon the probationer's effectiveness in his or her appointment. The committee shall be responsible for making recommendations to the appointing authority regarding renewal or nonrenewal of the probationary faculty appointment and/or the granting of tenure.

**10.4 Operating Procedures for the Tenure Review Committee:** The first meeting of a tenure review committee shall be upon the call of the Dean of

Instruction. A chairperson shall be elected by the committee at its first meeting.

All meetings of a tenure review committee after the first shall take place upon the call of the chairperson. The committee may meet with or without the probationer being present. The committee shall determine whether the probationer's presence is necessary or advisable, provided, however, that the committee shall meet with the probationer at least once each quarter during the fall, winter, and spring quarters.

The evaluation process employed by the committee shall include the following:

a. The first order of business shall be to establish, in consultation with the probationer, the procedures to be followed in evaluating the probationer's effectiveness in his or her appointment.

b. Criteria to be used in the evaluation shall be limited to faculty-staff relationships; instructional, guidance and/or librarianship skills; general District service; and knowledge of subject matter.

c. Evaluation shall be based partly on firsthand observations of the probationer's performance in his or her position. The evaluation process shall also include a self-evaluation by the probationer, an evaluation by his or her immediate supervisor, and an evaluation by the probationer's students.

d. In areas such as the Library and the counseling unit where classroom visits and/or student evaluation might be unreasonable, irrelevant, or unproductive, the committee shall be free to devise and employ evaluation techniques and procedures that the committee deems to be more appropriate.

e. All evaluative judgments by the committee shall be in written, narrative report form.

When deficiencies or weaknesses in the performance of a probationer have been noted by the committee, the following steps should be taken by the committee:

1. Areas of deficiency or weakness should be discussed at a conference with the probationer as soon as these deficiencies are recognized.

2. The committee should develop with the probationer a written program to improve these areas.

3. Frequent conferences should be held to help the probationer improve.

Each committee, as a result of its ongoing evaluation of the probationer, shall periodically advise the probationer, in writing, of his or her progress during the probationary period and shall receive the probationer's written acknowledgement thereof.

In addition, the following written, confidential reports will be rendered to the probationer, the President, and the appointing authority on or before the times specified, provided, however, that the committee shall not be required to make a recommendation for tenure or continued employment if the committee in an earlier report has recommended nonrenewal:

a. A written progress report by the end of the fall quarter outlining the probationer's strengths and weaknesses. This report shall also include a list of steps that can be taken by the probationer to improve any deficiencies or weaknesses.

b. A written evaluation of the probationer's performance and progress, including the degree to which the probationer has overcome any stated deficiences (see "a" above), on or before February 15.

c. A written recommendation regarding the renewal or nonrenewal of the probationer's appointment for the ensuing regular college year or

regarding the award or non-award of tenure (as appropriate), on or before February 15.

**10.5 Action by the Appointing Authority:** The appointing authority shall advise the probationer regarding the award of tenure or nonrenewal prior to the last day of the winter quarter of any regular college year.

**10.6 Award of Tenure and Maximum Probationary Period:** Tenure may be awarded to a probationer at any time by the appointing authority after giving reasonable consideration to a specific recommendation from the review committee, provided, however, that the appointing authority shall not consider any recommendation for an award of tenure until the probationer has completed a minimum of one regular college year of full-time academic employment. The maximum probationary period shall be as specified in RCW 28B.50.852.

Consistent with the December 10, 1987, Stipulation and Order Approving Settlement of Cause No. 87-2-00760-9 in Superior Court of the State of Washington for Yakima County, the following provisions shall govern the beginning date and duration of the probationary period for academic employees of the District:

a. The probationary period for an academic employee of the District who is hired to commence full-time academic employment at the beginning of a fall quarter shall begin on the first day of that fall quarter.

b. When an academic employee is hired to commence full-time faculty employment at a date other than the beginning of the fall quarter, the probationary period shall commence as follows:

   1. If a teaching academic employee is assigned 14.33 "instructional units" or more for the quarter in which he or she begins such employment, the probationary period shall be deemed to commence at the beginning of that quarter.

2. If such an academic employee is assigned fewer than 14.33 "instructional units" in the initial quarter, the probationary period shall be deemed to commence on the first day of the next quarter (excluding the summer quarter).

3. If an academic employee who is employed to serve as a counselor or librarian begins such an assignment on or before the midpoint of the quarter (whether fall, winter, or spring), the probationary period shall be deemed to commence on the first day of that quarter.

4. If an academic employee who is employed to serve as a counselor or librarian begins such an assignment after the midpoint of the quarter, the probationary period shall be deemed to commence on the first day of the next quarter.

c. In all cases, regardless of start date, nonrenewal decisions shall be made prior to the last day of the winter quarter in the regular college year as required by RCW 28B.50.857.

d. When the probationary period is deemed to begin on the first day of the winter quarter or on the first day of the spring quarter, the decision to award or not award tenure must be made prior to the last day of the third winter quarter following hire. In cases where the probationary period is deemed to begin on the first day of winter quarter, such winter quarter shall count as the first winter quarter for purposes of computing the time for making the tenure decision.

e. When the probationary period is deemed to begin with the first day of the winter or spring quarter but the probationary faculty appointment has been nonrenewed by the last day of a winter quarter following initial full-time employment, the affected employee shall be entitled to an additional quarter of full-time faculty work in the spring quarter following nonrenewal. The intent of this provision is to provide notice of nonrenewal to such an employee comparable to that provided to employees whose probationary faculty appointments are deemed to commence at the beginning of a fall quarter. Therefore, the spring-quarter-employment guarantee herein shall not be deemed under any circumstance to exceed the maximum probationary period specified in RCW 28B.50.852.

f. The review of an academic employee who begins full-time employment at other than the start of the fall quarter in any regular college year shall begin as soon as feasible following the effective date of the probationary appointment. Review committee appointments shall be made in accordance with the provisions of Section 10.2 above.

10.7 Rights, Obligations, and Reasonable Expectations of the Probationer: Under this Article, the probationer has the following rights and reasonable expectations:

a. Sufficient rapport should be established between the probationer and his or her review committee so that the purpose of the classroom visits and evaluation sessions is clear.

b. The classroom visits should be arranged with the probationer so that he or she will be prepared for them.

c. The committee should acquaint the probationer with the evaluation instruments prior to their use.

d. Conferences with the probationer should be scheduled and should cover each category on the evaluation instruments used in preparation for the conference.

e. When a disagreement between the probationer and the committee arises over any area of evaluation, the probationer may submit a written statement of these disagreements and shall be entitled to a written response from the committee.

f. If the probationer disagrees with the recommendation by the review committee to the appointing authority, he or she may request a meeting of the faculty peers and department head in his or her department or administrative unit. The faculty peers and department head acting as a body shall review the committee recommendation with the probationer. Within one (1) week of the meeting, a report of the faculty peers and department head acting as a body shall be sent in writing to the appointing authority, with copies to the probationer and the YVCFT President. This report shall be advisory only and shall not be construed to be contrary to or supersede any provision of RCW 28B.50.850 through RCW 28B.50.869. Time limits expressed herein shall not apply to breaks between academic quarters nor to the summer quarter.

10.8 Exclusion from Grievance Procedure: The provisions of this Article shall be excluded from the Grievance Procedure. Nothing in this section shall be construed to prevent application of the definitions contained in Section 10.1 to other Articles in this AGREEMENT.

## ARTICLE XI - DISMISSAL

Academic employees holding faculty appointments shall be dismissed only under the following provisions. Such an employee shall not be dismissed except for sufficient cause, and, should dismissal be attempted, it shall be done by due process.

**11.1 Reasons for Dismissal:** An academic employee holding a faculty appointment may be dismissed only for sufficient cause, which includes but is not limited to:

a. Aiding and abetting or participating in (1) any unlawful act of violence, (2) any unlawful act resulting in destruction of community college property, or (3) any unlawful interference with the orderly conduct of the educational process.

b. Insufficient funds, change of instructional programs, or lack of students participating in a specific program.

c. Financial emergency as defined by RCW 28B.50.873.

d. Willful neglect of duty.

e. Incompetence.

f. Malfeasance.

g. Gross misconduct.

h. Willful violation of published District rules and regulations.

i. Excessive, unexcused absenteeism.

j. Inability, after reasonable accommodation by the District, to perform satisfactorily the duties of the job due to physical, mental or sensory incapacity.

**11.2 Preliminary Proceedings Relating to a Reduction in Force--Protection of Programs:** When the President believes that dismissal proceedings should be commenced to meet an emergency contemplated by cause "b" or "c" in

Section 11.1 above, he or she shall first determine which of the following programs are most necessary to the operation of the District:

Adult Basic Education
Agriculture
Anthropology
Art
Audio-Visual
Biological Sciences
Business Administration
Business Mid-Management
Business Real Estate
Business Secretarial Training
Chemistry
Civil Engineering Technology
Clerical Skills
Communications
Community Health Advocate
Computer Science/Data Processing
Counseling
Criminal Justice
Dental Hygiene
Diesel
Dietetic Technician
Drama
Economics
Education
English
English as a Second Language
Ethnic Studies
Family Life
French
General Engineering
Geology
German
Health
History
Home Economics
Hospitality/ Tourism
Humanities
Library
Mathematics
Mechanics
Music
Nursing (Associate Degree)
Nursing (LPN)
Occupational Therapy Assistant
Philosophy
Photography
Physical Education
Physical Science
Physics
Political Science
Psychology
Radiology Technology
Social Science
Social Work
Sociology
Spanish
Speech
Welding

In making such a determination, the President shall consider the following and related factors:

a. Available funding.

b. Current program enrollments, trends in enrollment, and the effect(s) of such trends on programs.

c. Present and anticipated service needs of the District.

d. Possible reassignments of faculty to faculty or administrative vacancies resulting from retirements, resignations, leaves, etc.

e. Reduction or elimination of overload and part-time assignments for the purpose of providing full-time faculty loads to academic employees potentially subject to dismissal proceedings.

f. Changes in the established goals and educational policies of the District.

The duties associated with the programs identified as most necessary by the President shall be deemed "needed duties" of an academic employee and thus subject to "protected status" in dismissal decisions.

**11.3 Preliminary Proceedings Relating to a Reduction in Force--Selection of Candidates for Dismissal:** After completing the requirements of Section 12.2 above, the President shall determine the number of academic employees who will be recommended for dismissal and then select them on the basis of reverse seniority--i.e., the least senior employee shall be selected first; the most senior last. Exceptions to this order may be made only when strict adherence would result in no qualified academic employee being available to perform fully the duties of a "protected status" program and/or when strict adherence would cause a substantial regression in the progress of the District towards its affirmative action goals.

**11.4 Preliminary Proceeding Relating to Dismissal--Informal Meeting(s):** Before any suspension-pending-dismissal action or official dismissal action is taken by the President against an academic employee holding a faculty appointment, the employee shall receive from the

President (1) oral or written notice of the charges, (2) an explanation of the evidence supporting the charges, and (3) an opportunity either in person or in writing (or both) to present reasons why the proposed action should not be taken. The employee shall have the right to be accompanied by a YVCFT representative at any meeting held.

11.5 **Dismissal Proceeding--Notice:** Following the informal meeting(s) specified in Section 11.4 above, the President may initiate dismissal proceedings by specifying the grounds constituting sufficient cause for dismissal and serving written notice of the cause(s) to the affected academic employee. Copies of the written notice shall be provided to the Hearing Committee.

The notice shall include the following:

a. The names and mailing addresses of all parties to whom notice is being given and, if known, the names and addresses of their representatives;

b. The mailing address and telephone number of the office designated to represent the President in the proceeding;

c. The official file or other reference number (if any) and the name of the proceeding;

d. The name, official title, mailing address, and telephone number of the hearing officer, if known;

e. A statement of the time, place, and nature of the hearing, which must be held on not less than twenty (20) days written notice;

f. A statement of the legal authority and jurisdiction under which the hearing is to be held;

g. A reference to the particular rules of the District that are involved; and

h. A short and plain statement of the matters asserted. In the case of a reduction in force

for the reasons set forth in RCW 28B.50.873, this statement shall include a statement of (1) the grounds for reduction in force as delineated in that statutory section, and (2) the basis for selection of the affected employee. In such a case, the notice shall also clearly state that separation is not due to the job performance of the employee and thus is without prejudice to the employee. Additionally, in such a case the notice shall indicate the effective date of separation from service.

The affected employee shall have twenty (20) days from the date of the notice of dismissal to make a written request for a hearing. A timely written request for a hearing within the specified period is deemed jurisdictional.

**11.6 Dismissal Proceedings--Procedural Rights of Affected Employees:** An affected employee who has requested a hearing shall be entitled to one (1) formal, contested case hearing, pursuant to RCW 34.05.437 through RCW 34.05.440 and RCW 34.05.446 through RCW 34.05.461, and shall have the following procedural rights:

1. The right to confront and cross-examine adverse witnesses.

2. The right to be free from compulsion to divulge information that the employee could not be compelled to divulge in a court of law.

3. The right to be heard in his or her own defense and to present witnesses, testimony, and evidence on all issues involved.

4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.446.

5. The right to counsel of his or her own choosing who may appear and act on behalf of the employee at the hearings.

6. The right to have witnesses sworn and testify under oath.

7. The right to make discovery through depositions and interrogatories.

**11.7 Dismissal Proceedings--Hearing Officer Appointment and Duties:** Upon receipt of a request for a hearing from an affected employee, the College President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer, who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of Administrative Law Judges, an employee of the State of Washington or any of its political subdivisions or a member of the Board of Trustees of any community college in the State of Washington.

In the case of a reduction in force for reasons set forth in RCW 28B.50.873, affected academic employees may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), provided, however, that where there is more than one (1) academic employee affected by the proposed reduction in force, such employees requesting a hearing must act collectively in making such a request. The costs incurred for the services and expenses of such a hearing officer shall be shared equally by the District and the academic employee(s) requesting the hearing.

In any proposed dismissal action, the hearing officer shall conduct the hearing in accordance with Chapter 34.05 RCW. The duties of the hearing officer shall include:

a. Administering oaths and affirmations, examining witnesses, and receiving evidence, provided, however, that no person shall be compelled to divulge information that he or she could not be compelled to divulge in a court of law;

b. Issuing subpoenas;

c. Taking or causing depositions to be taken pursuant to rules promulgated by the District;

d. Regulating the course of the hearing;

e. Holding conferences for the settlement or simplification of the issues by consent of the parties;

f. Disposing of procedural requests or similar matters;

g. Making all rulings regarding the evidentiary issues presented during the course of the Hearing Committee hearings;

h. Appointing a court reporter who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents, and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

i. Allowing the Hearing Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by them;

j. Preparing proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing or within ten (10) days in the case of a reduction in force for reasons set forth in RCW 28B.50.873, the written recommendation of the hearing officer will be presented to the College President, the Hearing Committee, the affected employee(s), and the Board of Trustees;

k. Being responsible for preparing and assembling a record for review by the Board of Trustees, which shall include the following:

1. All pleadings, motions, and rulings;

2. All evidence received or considered;

3. A statement of any matters officially noticed;

4. All questions and offers of proof, objections, and rulings thereon;

5. Proposed findings, conclusions of law, and recommended decision; and

6. A copy of the recommendations of the Hearing Committee.

l. Deciding, with advice from the Hearing Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted to attend or be excluded from the hearing.

m. Assuring that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

n. Consolidating individual reduction-in-force hearings into a single hearing. In the case of reduction-in-force for reasons set forth in RCW 28B.50.873, the formal hearing shall be concluded by the hearing officer within sixty (60) days after written notice of the proposed reduction-in-force has been issued. The only issue to be determined in any such "873" case shall be whether the particular academic employees affected by the proposed dismissal are the proper ones to be dismissed under the provisions of this AGREEMENT. Further, in any such "873" case, any findings, conclusions of law, and recommended decision shall not be subject to further Hearing Committee action.

11.8 Dismissal Proceedings--Composition of Hearing Committee: The Hearing Committee shall be composed of one (1) elected tenured faculty peer from each of the first three (3) groups listed in Section 13.3 below; one elected, tenured faculty peer from Counseling, the Library and the fourth (4th) group listed in Section 13.3

(combined); an administrator appointed by the President; and a student appointed by the Associated Student Body President in accordance with procedures for such appointment established by the Student Body Government.

Faculty peers shall be elected in the following manner:

a. Each group shall submit the names of two nominees to the YVCFT President (or designee), provided, however, that Counseling, the Library and the fourth (4th) group shall function as a single unit solely for the purpose of this election.

b. YVCFT shall then publish the list of all nominees to all faculty peers in the District, and a secret ballot election shall be held by YVCFT on the main campus after not less than five (5) working days written notice. The election shall be held between the hours of 8:00 a.m. and 4:00 p.m., and faculty peers shall be granted released time, if necessary, to participate in the election.

Appropriate supervisors shall be responsible for assuring that the nominations are made by the faculty peers acting in a body and that they are submitted in a timely manner to the YVCFT President (or designee). The faculty peers who are elected shall serve from the date of their election until the expiration of this AGREEMENT. The nominees who are not elected shall serve as alternates and shall serve on the Hearing Committee in the event of a vacancy in the position for which they were nominated.

**11.9 Dismissal Proceedings--Duties of Hearing Committee:** The general duty of the Hearing Committee shall be to submit recommendations regarding presidential action flowing from operation of Section 11.5 above. Specific responsibilities of the Committee shall be as follows:

1. To review the case of the proposed dismissal.

2. To attend the hearing and, at the discretion of the hearing officer, to call and/or examine any witnesses.

3. To hear testimony from all interested parties, including but not limited to other faculty members and students, and to review any evidence offered by those parties.

4. To arrive at its recommendations in conference on the basis of the hearing. The Committee shall submit its written recommendations to the hearing officer, the College President, the affected faculty member(s), and the Board of Trustees as soon as reasonably practicable, but in no event later than thirty (30) days after the conclusion of the formal hearing, except in the case of a reduction in force for reasons set forth in RCW 28B.50.873 where the written recommendations shall be thus submitted within seven (7) days of the conclusion of the hearing.

5. Failure of the Hearing Committee to make written recommendations regarding dismissal within the prescribed time limits shall be deemed a recommendation neither for nor against dismissal, and the appointing authority may proceed with the matter based upon that type of recommendation from the Committee.

In no case shall a member of the Committee sit in judgment of his or her own case.

The Committee shall conduct business only in formal meetings. Appropriate clerical assistance for recording and distributing Committee information shall be provided by the District.

**11.10 Dismissal Proceedings--Final Decision by the Board of Trustees and Effective Date:** In any proposed dismissal, Board review shall be based on the record of the formal hearing and on any record made before the Board of Trustees. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives and may hold such other proceedings as it deems advisable.

The final decision to dismiss or not to dismiss shall rest with the Board of Trustees after giving reasonable consideration to the recommendations of the Hearing Committee and the hearing officer. The Board shall notify the affected academic employee(s) of its final decision in writing and, if applicable, the effective date of dismissal within a reasonable time following the conclusion of the Board's review.

The effective date of a dismissal for sufficient cause shall be a date subsequent to the time at which the affected academic employee receives written notice of the Board's final decision. Such date may be, at the Board's discretion, immediately, the end of the academic quarter, the expiration of the individual's current assignment period, etc. In the case of a reduction in force for reasons set forth in RCW 28B.50.873, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of the employee's current assignment period.

Nothing in this AGREEMENT shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Prior to the final decision of the Board of Trustees, the President may suspend an academic employee that he or she has recommended for dismissal if immediate harm to the affected employee or others is threatened by his or her continuance. Except in the circumstance of such a suspension, the District prior to final dismissal action shall not abridge the full-employment rights and privileges of an academic employee recommended for dismissal by the President.

11.11 Dismissal Proceedings--Appeal from Board of Trustees Decisions: Pursuant to RCW 34.05.510 through RCW 34.05.598 as now law or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

11.12 **Seniority:** As used in this AGREEMENT, seniority shall be based on first date of hire with School District No. 7 or Community College District No. 16, whichever is earlier, for full-time academic employment. Service with or for Yakima Valley College shall be required with regard to School District No. 7 employment, however. Interruptions in full-time academic employment (except for paid leaves) shall be deducted from the total accumulation of seniority. Apparent ties in years of service shall be broken on the basis of (a) first date of signature of a letter of intent to accept full-time academic employment; (b) first date of signature on a full-time academic employee contract, and (c) first date of application for employment, in that order.

Academic employees holding faculty appointments and assigned released time may accumulate seniority under this Section only in accordance with the following provisions:

a. Released time shall not exceed two-thirds (2/3) of the total number of "instructional units" for teaching assigned and applicable to a full-time load. (For example, if an instructor is assigned to teach nine (9) "instructional units" as part of the full-time assignment for that quarter, he or she may be assigned up to six (6) "instructional units" of released time).

b. Load credit shall be assigned for all released time provided to a full-time academic employee. As provided by provision no. 5 in Appendix A of this AGREEMENT, such assignments require the written approval of both the immediate supervisor and the Dean.

c. Each quarter, the appropriate Dean shall forward to YVCFT a copy of his or her written approval of the load credit assigned for released time in the next quarter; the written approval shall also specify the number of "instructional units" assigned for teaching to an

instructor and the total number of "instructional units" applicable to the full-time quarterly load.

d. If full-time quarterly loads for academic employees to whom this Section applies exceed sixteen (16) "instructional units," the units over sixteen (16) shall be paid in accordance with method "b" or "c" in Section 9.3 of this AGREEMENT so that the excess does not apply to the calculation of annual full-time loads.

e. Full-time academic employees holding faculty appointments may agree to an assignment that would cause them to exceed the two-thirds (2/3) limitation set forth in provision "a" above. Such an assignment shall not be mandatory, however, and may be made only if the affected employee signs and dates a statement showing his or her understanding that acceptance of the assignment will cause loss of seniority accumulation for the period covered by the assignment.

A complete seniority list shall be developed by the District and published to the faculty within thirty (30) days of the execution of this AGREEMENT. Thereafter, the seniority list shall be updated as new faculty appointments are made. The seniority list, as updated, shall be published to the faculty during each fall quarter during the life of this AGREEMENT.

**11.13 Layoff Status and Recall Rights:** In any proceeding flowing from a "reduction in force" where the final result has been dismissal by operation of Sections 11.5 through 11.11 above, the affected academic employee shall be deemed to be "on layoff" for two (2) calendar years from the effective date of the dismissal, subject to the following provisions:

a. A recall list shall be created and maintained by the District and shall contain the names of

those academic employees "on layoff" in order of seniority.

b. Those qualified academic employees on the recall list shall be provided the right of recall according to their seniority--i.e., the most senior qualified employee will be recalled first; the least senior last.

c. No new hires shall be permitted to fill full-time academic employee vacancies in the District unless there are no qualified individuals on the recall list to fill the vacancies.

d. The name of any academic employee "on layoff" who refuses a recall offer shall be removed from the recall list, and such employee shall no longer be considered eligible for recall.

e. Academic employees on the recall lists shall be responsible for furnishing the District with appropriate addresses to which notices and other pertinent recall information can be sent.

f. Upon recall, academic employees shall retain all benefits, such as sick leave, tenure, and seniority, that they had accrued to the date of "layoff."

Upon request of an academic employee "on layoff," the President shall write a letter that the employee may include with applications stating (a) the reasons for the "layoff," (b) the qualifications of the employee, and (c) any other pertinent information that may be of assistance in securing another employment position.

**11.14 Exclusion from Grievance Procedure:** Sections 11.12 and 11.13 of this AGREEMENT shall be subject to the Grievance Procedure. All other provisions of this Article shall be excluded from the Grievance Procedure.

## ARTICLE XII - WORKING CONDITIONS APPLICABLE TO PART-TIME ACADEMIC EMPLOYEES

12.1 **Scheduling:** Each quarter as part of the schedule-building process, the appropriate associate dean shall meet with each department head to ascertain the department's recommendation regarding classes to be offered on a part-time academic employee basis after full-time and supplemental-assignment classes have been established. The associate dean and the department head will also identify which individuals on the department's Approved-Candidate List are qualified to teach the classes to be offered and identify the individuals preferred to teach each class. The associate dean shall then forward recommendations to the Dean of Instruction for consideration and final approval.

12.2 **Cancellation of Minimum Enrollment Classes:** In cases where classes subject to minimum enrollment fail to meet such minimums, the affected academic employee shall receive full compensation for each hour of the class actually worked until it is cancelled by the District. Such cancellation may be made verbally, provided that written verification is provided to the employee within seven (7) days of the official cancellation. A copy of the written verification shall be provided to the YVCFT at the same time and in the same form.

12.3 **Evaluation:** Part-time academic employees shall be evaluated by the appropriate supervisor. The evalutation shall be fair and reasonable and shall deal with the employee's performance of assigned responsibilities. The evaluation process shall include consideration of student evaluation of the employee's performance. In the absence of an evaluation to the contrary, the affected employee's performance shall be deemed satisfactory.

12.4 **Part-Time Faculty Pay Periods:** Each part-time academic employee shall be paid in accordance with the provisions of Chapter 42.16 RCW and Chapter 82-50 WAC as now or hereafter amended.

12.5 **Workload and Compensation:** Except as specifically provided otherwise in paragraph two of this section, part-time academic employees assigned ten (10) "instructional units" or fewer in any one quarter shall be paid at the part-time rate as set forth in Appendix C of this

AGREEMENT, which by this reference is attached hereto and incorporated herein. Such employees assigned more than ten (10) "instructional units" in any one quarter shall be paid in accordance with the provisions of Section 9.14 above, provided, however, that any such employee who is assigned more than forty (40) "instructional units" during the regular college year shall be given a prorata placement on an appropriate Salary Grade.

The fall quarter Appendix C maximum for Adult Basic Education or Clerical Skills shall be eleven (11) "instructional units," and the yearly Appendix C maximum for instructors teaching four (4) quarters of Adult Basic Education or Clerical Skills in the regular college year shall be forty-one (41) "instructional units."

Consistent with applicable SEBB Regulations, a part-time academic employee shall be eligible for fringe benefits beginning the second consecutive quarter in which the assignment exceeds ten (10) "instructional units." This threshold is in recognition of the fact that full-time employees have significant additional time and effort commitments requiring their presence on campus. Such duties as holding official office hours, participating on committees, assisting in advising students, and doing curriculum development must be taken into consideration in any calculation of "half-time" for SEBB purposes.

The provisions of this Section shall apply only to academic employees who do not hold faculty- or special-faculty appointments and shall apply to a "quarter" defined as a period beginning the first working day of one quarter as listed in the District calendar and continuing until but not including the first working day of the next quarter listed in the District calendar.

12.6 Approved-Candidate Lists: Each department shall maintain an Approved-Candidate List containing the names of individuals who have taught at least five (5) "instructional units" per quarter for the department in four (4) of the previous six (6) quarters (excluding summers). This six-quarter eligibility period shall be a rolling period applicable to quarters (excluding summers) worked during the life of the predecessor to this AGREEMENT, to the fall 1989 quarter, and to any quarter

(except summer) during the life of this AGREEMENT. The Director of Human Resources shall work with the departments to develop and publish Approved-Candidate Lists during the ninety (90)-day period following the execution date of this AGREEMENT. Thereafter, the Human Resources Department shall maintain and publish the Lists quarterly and shall apprise each affected individual of his or her placement on or displacement from the List(s).

Individuals who have not taught for the District before or who are not eligible for placement on a department's Approved-Candidate List may be considered for employment only after completing a certification process set forth in writing by the District after consultation with representatives of YVCFT. Such requirements shall be consistent with the terms and conditions of this AGREEMENT.

Individuals placed on an Approved-Candidate List shall not lose eligibility for that list if their lack of teaching the required number of courses is due to extended illness or other extraordinary circumstance over which such individuals have no control, provided that they provide notice to the affected department concerning the illness or circumstance.

12.7 Hiring Process for Part-Time Academic Employees: Within ninety (90) days following the execution date of this AGREEMENT, the District in consultation with YVCFT representatives shall develop a demonstrably reasonable, rational, and consistent hiring process to which all applicants for part-time quarterly assignments will be exposed equally, consistent with Affirmative Action and Equal Employment Opportunity regulations.

12.8 Notice of Names, Locations, Addresses, and Phone Numbers: The District shall by the start of each quarter inform part-time academic employees of the name, locations, and college phone number of their supervising administrators and the department or administrative unit to which such employees are assigned. At the same time the District shall provide the name, address, and phone number(s) of each part-time academic employee to the appropriate department head(s).

12.9 **Mailboxes:** The District shall provide faculty mailboxes at convenient locations for part-time academic employees assigned to the central campus or (if appropriate and feasible) at other locations owned or controlled by the District.

12.10 **Released Time for Professional Activities:** Part-time academic employees may be granted released time, with prior approval, to attend professional activities related to their assignment(s).

## ARTICLE XIII - CURRICULUM DEVELOPMENT AND GOVERNANCE

13.1 **Responsibility for Curriculum Development:** Each division bears primary responsibility for its curriculum and the continuous evaluation of that curriculum. Recommendations for curricular change may be made at any time in accordance with this Article. In developing its curriculum, each division should strive to develop a coordinated sequential series of skills or courses by which students may achieve increasing competencies and knowledge.

The department to which a course is assigned shall teach the course and shall be responsible for developing the course content. No course shall be offered by more than one department. If duplication occurs, the duplicating department in order to continue offering the class shall be required to change both the department designation and the course number substantially enough to eliminate the possibility for confusion. (For example, a "Math 00" course offered by a department other than the Mathematics Department could be changed to "Arithmetic 11.") This paragraph shall not be subject to arbitration.

13.2 **Composition and Duties of the Curriculum Committee:** The Curriculum Committee shall have up to 15 members and be composed as follows:

a. Three (3) department heads from Group 1 of the listing in Section 13.3 below;

b. Two (2) department heads from Group 2 of the listing in Section 13.3 below;

c. One (1) department head from Group 3 of the listing in Section 13.3 below;

d. One (1) department head from Group 4 of the listing in Section 13.3 below;

e. Two (2) students appointed by the Associated Student Body; and

f. The Dean of Instruction, up to four (4) Associate Deans of Instruction, and an administrator from the Office of Student Services.

The Dean of Instruction shall chair the committee.

The department heads shall be elected by the department heads in the group specified and shall serve for the life of this AGREEMENT. Replacements, if necessary, shall be elected in the same manner.

The Committee shall have responsibility for consideration and review of proposed curricular changes, additions, and deletions. The Committee shall act upon all requests that come before it through the associate deans by either approving or rejecting the request. Upon approval of a request, the Committee shall forward it to the President for formal District approval. Upon rejection of a request, the Committee shall advise the proposing parties of the reason(s) for rejection.

Appeals from the decision of the Curriculum Committee may be made to the President.

In the formulation of new programs or changes in existing programs, each division and department that is directly involved in courses which would be part of the program shall participate in decisions relative to that division and department's part of the curriculum of the proposed program.

13.3 Department Organization and Function: Each of the following departments (except any department having state or national accreditation standards requiring that individuals with specific qualifications be program

directors or coordinators) shall elect a department head within thirty (30) days of the execution date of this AGREEMENT for a term of office beginning with the date of election and ending with the expiration of this AGREEMENT. The department head shall be a full-time academic employee. Except as provided otherwise herein, each full-time academic employee in the department shall be eligible to vote, and the department head shall be elected when he or she receives a majority of valid votes cast in a secret ballot election. The election shall be conducted by the associate dean, who shall provide a minimum of five (5) working days notice of the election in writing. No individual may vote in more than one (1) department's election. (If no individual will stand for election, the associate dean will appoint the department head.) The District shall appoint program directors or coordinators in departments excluded above from such election procedures.

The following shall be the departments of the District. (Parenthetical notations in this listing designate placement of related disciplines.)

Group One

- Communications
- English
- Fine Arts and Philosophy
- Foreign Language
- History and Political Science
- Mathematics
- Physical Sciences
- Psychology
- Social Realtions (Ethnic Studies, Law and Justice, Education, Alcoholism Studies/ Social Work)

Group Two

- Biology
- Community Health Advocate
- Dental Hygiene
- Home Economics (Home and Family Life)
- Nursing
- Occupational Therapy
- Physical Education
- Radiologic Technology

Group Three

Agriculture
Business (Economics, Secretarial Training)
Engineering
General Mechanics
Welding

Group Four

Career and Life Planning
Learning Assistance (including ABE/ESL, but not transfer-level ESL)

A department is deemed to be a governance body only, and the position of "department head" is deemed to be a nonsupervisory position, established for the purpose of coordinating activities and concerns of the department and communicating those concerns to the administration. An academic employee who has held the position of department head under the predecessor to this AGREEMENT may stand for re-election or, if applicable, reappointment, provided, however, that under no circumstances shall such an employee be required to serve in the position against his or her wishes.

Each department shall develop procedures pertaining to its areas of responsibility as set forth in this AGREEMENT and as approved by the associate dean. To this end, each department shall hold at least one meeting at the beginning of each academic quarter. Department meetings shall be called by the department head in a written notice with accompanying agenda to each full-time faculty member in the department.

Each department shall participate in college-wide registration and advising, which shall be coordinated by the associate dean. Further, each department shall be responsive to the recommendations of students, community members, other departments and units of the District and to appropriate advisory boards regarding its course offerings and educational philosophy.

Each department in consultation with the associate dean shall develop and approve recommendations for curriculum and course offerings in department meetings for all regular, continuing education, evening and/or summer programs. Such recommendations shall be forwarded

by the department head to the associate dean for transmittal to the Curriculum Committee or Dean of Instruction, as appropriate.

The department heads in consultation with the associate dean shall be responsible for making recommendations regarding staff needs as requested by the department(s). Such recommendations shall be forwarded to the Dean of Instruction by the associate dean.

Upon approval by the District, department budgets shall be distributed to the appropriate department head by the associate dean.

13.4 Department Head Positions--Joint Study: The parties agree to study the position of "department head" both as that position is delineated in this AGREEMENT and as it may be contemplated in Chapter 28B.52 Revised Code of Washington. If the parties agree either to modify the position as delineated herein or to broaden it to include also nonteaching personnel who carry out administrative functions but who lack the authority to hire, dismiss, or discipline other employees, such agreement shall be set forth as an appendix to this AGREEMENT and incorporated herein.

13.5 Library Committee and Acquisitions Fund: A Standing Library Committee shall be established to make recommendations to the Dean of Instruction regarding requests from academic employees and others for library acquisitions. The Committee shall also serve as an advisory board for the Head Librarian and library staff concerning the general operation of the Library.

The Committee shall have as members one (1) elected, full-time academic employee from each department grouping listed in Section 13.3 above. Election shall be by secret ballot and shall be conducted in each fall quarter during the life of this AGREEMENT by YVCFT, which shall seek at least two (2) nominees from each grouping. Only full-time academic employees shall be eligible for nomination, and all academic employees holding probationary, tenured, or special faculty appointments shall be eligible to vote. The term of office shall be from the date of election to the conclusion of the next election. Committee members may stand for re-election.

The head librarian and other librarians shall serve as ex-officio, nonvoting members of the Committee.

The District agrees to establish a fund each fiscal year during the life of this AGREEMENT for library acquisitions. Such fund shall not be used for any other purpose.

## ARTICLE XIV - PROFESSIONAL DEVELOPMENT

**14.1 Professional Leave:** Academic employees may be granted short-term, noncumulative leaves with pay to attend meetings of professional organizations in their disciplines or occupational specialties. Permission for such leave may be granted by the immediate supervisor with approval of the appropriate Dean. Arrangments shall be made at least five (5) days prior to the meetings or as soon as possible if the employee has had less than one week's notice of the meeting.

Such leave, normally not to exeed two (2) days per regular college year, may also be granted in the same manner to allow academic employees to make visitations in the State of Washington or neighboring states to observe methods, approaches, and techniques related to the coordination of programs and/or improvement of instruction or service to students.

In recognition of its intent to encourage the professional activities addressed in this Section, the District shall pay the expenses incurred from such activities to the extent authorized by the Law and applicable regulations and as funds are available.

**14.2 Sabbatical Leave:** The grant of a sabbatical leave to academic employees is deemed to improve and enrich the educational programs of the District. Sabbatical leave may be granted to eligible academic employees for one, two, or three quarters for the purpose of planned travel, formal education, research, writing, or other experience of professional value. The object of such leave is to increase each academic employee's value to the District by providing periodic opportunity for renewal and enrichment outside the District operation. Academic employees shall be entitled to a sabbatical leave of up

to one (1) year at seventy-five percent (75%) pay upon completion of six (6) or more consecutive years of full-time academic employment with the District. No more than four percent (4%) of full-time academic employees may be granted sabbatical leave in any one year. The recipient of a sabbatical leave may accept grants, fellowships, or other monies that defray the cost of study, travel, or research.

The District may at its option grant a sabbatical leave after a shorter period but shall not be required to do so.

The granting of a sabbatical leave shall be contingent upon the execution of a contractual agreement between the District and the employee providing that he or she shall return to the District following the completion of the leave and serve in his or her appointment for a period commensurate with the amount of leave so granted. The contractual agreement shall also specify (a) the basic tasks to be performed during the leave, (b) the type of documentation required to confirm that the tasks have been completed, (c) the method for modifying the tasks during the course of the leave if such modification becomes necessary, and (d) the consequences of not substantially completing the tasks, including repayment provisions, if any. The employee shall have the right to YVCFT representation in the development of such an agreement.

First priority for sabbatical leaves shall be given to providing career teachers, counselors, or librarians opportunity for renewal and enrichment within their disciplines. Second priority shall be given to requests for academic retraining.

A sabbatical leave committee shall be established for the life of this AGREEMENT to establish guidelines, in consultation with the College President, for academic-employee sabbatical leave requests; to receive and screen such requests; to interview sabbatical leave applicants; and to submit a ranked list of approved applications to the College President. The committee's guidelines shall be published by December 1 of each year and shall promote requests for sabbaticals containing opportunities for individual study, for independent

research, for formal academic training programs, for the completion of writing projects, and for planned travel.

The committee shall be established within sixty (60) days of the execution date of this Agreement, in the same manner as the Library Committee (see Section 13.4 above), and shall also include an administrator appointed by the College President.

Sabbatical leave requests consistent with the committee's guidelines shall be submitted to the committee by the end of the first week of winter quarter. The committee shall submit its ranked list of approved applications to the College President by the end of the sixth week of the winter quarter, and the College President shall determine his or her recommendations for sabbatical leaves by the end of the ninth week of the winter quarter. He or she shall review such recommendations with the committee at least two weeks prior to submitting them to the Board of Trustees for final approval. Following review of his or her recommendations with the Committee, the College President shall meet with successful and unsuccessful applicants at least one week prior to submission of the recommendations to the Board to explain the disposition of the applications. The College President's final recommendations shall be made to the Board not later than April 15 of any regular college year.

## ARTICLE XV - PERSONNEL ISSUES

15.1 **Personnel File:** The District shall retain one personnel file for each academic employee. This file shall be in the personnel office. No other personnel file shall be maintained by any officer or administrator of the District. This provision shall not preclude the maintenance of all lawful payroll records by the business office nor maintenance of other essential records by appropriate personnel for the operation of the District.

Material concerning any academic employee may be placed in the personnel file only on a timely basis and only after he or she has been notified of the intent to place the material in the file and has been given reasonable opportunity to read the material; to append to

it answers to any charges, complaints, or statements involved; and to sign and date the material. Such signing shall not imply agreement with the statements contained in the material.

Except in extraordinary, emergency situations, no action may be taken against an academic employee unless such action is based on materials that have been placed properly in the personnel file.

Each academic employee shall have the right to review the entire contents of his or her personnel file, except for confidential credentials. A YVCFT representative or the academic employee's attorney may accompany such employee upon his or her request to review the personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the academic employee involved, except for confidential credentials. A YVCFT representative or the employee's attorney may also be present if requested by the affected employee.

Use of an individual's personnel file is restricted to the individual academic employee, his or her immediate supervisor, the Dean of Instruction, the Dean of Student Services, and the President. None of those having access to the file may remove any material for other than those purposes set forth in this Section without the knowledge of the academic employee.

**15.2 Complaints:** In any instance where an administrator of the District receives a substantive complaint about the performance of an academic employee from students or the public or from personnel in the District, the administrator shall so notify the employee's supervising administrator and shall refer the complaint to that administrator. The academic employee shall be notified of the complaint by the supervising administrator within thirty (30) days of the administration's first cognizance of the complaint.

The supervising administrator and the academic employee shall then meet in a timely manner to discuss the complaint informally and, if possible, to resolve it. Such meeting shall normally take place during the academic employee's assignment period and shall

ordinarily (except under extraordinary or emergency circumstances) be held prior to any other investigation of the complaint. If disciplinary action is deemed appropriate by the supervising administrator following such meeting(s), he or she shall proceed in accordance with Section 15.4 regarding progressive discipline.

No disciplinary action shall result from a complaint unless the complaint has been reduced to writing, dated, and signed by the complainant and presented to the affected employee by the supervising administrator prior to any such disciplinary action.

Nothing in this Section shall be construed as taking the place of normal evaluation procedures as required elsewhere in this AGREEMENT, nor as taking the place of dismissal procedures as set forth in Article XI of this AGREEMENT. The employee shall have the right to YVCFT representation in implementation of this Section.

15.3 Performance Evaluation: Academic employees holding tenured faculty appointments or special faculty appointments shall meet in individual conference with their supervising administrators at least once but not more than three times (unless otherwise agreed) during the life of this AGREEMENT to discuss informally the administrator's perceptions of the employee's performance and any informal steps that might be taken either by the employee or the District to enhance that performance. Under no circumstance shall such meetings be deemed disciplinary, and therefore they shall not be subject to the grievance procedure.

More formal evaluations may be appropriate where disciplinary action pertaining to the academic employee's performance has been taken. When a formal evaluation would be appropriate in any such case, a fair and reasonable evaluation instrument shall be developed by the supervising administrator in consultation with the employee to assist the employee in meeting the performance objectives set forth in the disciplinary action. The employee shall be entitled to YVCFT representation in the implementation of this paragraph. Evaluation instruments and evaluations conducted under this paragraph shall be subject to the grievance procedure of this AGREEMENT.

15.4 Discipline: Discipline shall be only for just cause and shall be progressive as applied to the specific facts of the case involved. Disciplinary documents and all materials upon which discipline is based shall be treated in accordance with Section 15.1 above. The academic employee shall have the right to YVCFT representation in any disciplinary proceeding, including investigatory interviews with the employee.

## ARTICLE XVI - MINIMUM QUALIFICATIONS FOR NEW ACADEMIC EMPLOYEE POSITIONS

16.1 Academic Fields: Applicants for academic employee positions for which an advanced degree is normally available shall hold a master's degree in the field of specialization required by the position from an accredited college or university or shall hold a bachelor's degree in the field and have extensive professional experience in performing the duties of the position at the college level. Any new hire placed on the salary schedule and holding less than the master's degree, however, shall be required to earn such an advanced degree within the probationary period to be considered for continued employment.

16.2 Vocational Fields: Applicants for positions in vocational fields or other specialized areas for which an advanced degree is not normally available shall have comprehensive training and work experience in the field of specialization required by the position.

## ARTICLE XVII - DURATION AND CONDITIONS

17.1 Duration: This AGREEMENT, including all appendices referenced herein, shall become effective January 1, 1990, and shall remain in effect until the close of June 30, 1992.

17.2 Reopeners for Appendices B and C: The parties agree to re-open Appendices B and C at any time that a salary-increase appropriation from the State Board for

Community College Education is made available to the District.

**17.3 Printing and Distribution of Amendments:** The District shall print and distribute copies of any amendment to this AGREEMENT during its term to all academic employees and to YVCFT within thirty (30) days of the date such amendment is signed.

**17.4 Bargaining on a Successor Agreement:** The parties agree to commence bargaining for a successor agreement no later than March 31, 1992, at a time and place mutually convenient to the parties. The first meeting shall consist of an exchange of proposed subjects for bargaining and discussion of the procedures to be followed during bargaining.

SIGNED this 15th day of February, 1990, at Yakima, Washington.

| | |
|---|---|
| FOR: YAKIMA VALLEY COMMUNITY COLLEGE FEDERATION OF TEACHERS, LOCAL 1485 AFT WFT, AFL/CIO | FOR: BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 16 |
| By Roger D. Carlstrom | By Corky Mattingly |
| Roger D. Carlstrom<br>President | Corky Mattingly<br>Chair |

## APPENDIX A - WORKLOAD STANDARDS

As provided in Section 9.1 of this AGREEMENT, the following shall form the basis for determining "full time loads" in the District:

1. A total of forty-three (43) to forty-eight (48) "instructional units" per normal assignment period shall constitute a "full-time load" for each academic employee.

2. Assigned duty hours for counselors and librarians shall be converted to "instructional units" by multiplying such hours by 0.05.

3. "Instructional units" shall be computed for the modes of instruction as follows:

   a. Lecture/Discussion (1.0 "instructional unit")

      One (1) credit hour shall equal 1.0 "instructional unit" for classes where the credit hours equal or exceed the weekly contact hours.

   b. Lab/Studio (0.75 "instructional unit")

      Except in shop classes (see mode "c"), one (1) contact hour per week shall equal 0.75 "instructional unit" for classes that require more than one (1) but not more than two (2) weekly contact hours for each credit hour.

   c. Shop (0.64 "instructional unit")

      One (1) contact hour per week shall equal 0.64 "instructional unit" for shop classes that require more than one (1) but not more than two (2) weekly contact hours for each credit hour.

   d. Clinic/Special Program (0.60 "instructional unit")

One (1) contact hour per week shall equal 0.60 "instructional unit" for classes that require more than two (2) weekly contact hours per credit, for classes taught on an individualized basis, and for non-credit ABE and Clerical Skills classes.

e. Other Supervised Educational Experience (0.05 "instructional unit")

One (1) contact hour shall equal 0.05 "instructional unit" for non-credit classes (except as otherwise provided above), field supervision, cooperative education, and other teaching assignments not covered above.

4. In addition to the above requirements, each instructor holding a faculty appointment and teaching in modes "a," "b," "c," and/or "d" shall post and hold a daily office hour outside of class time and within the maximum weekly span specified in Section 8.1 above. The instructor shall notify the appropriate associate dean in writing of the hour posted. If the associate dean considers the office hour to be inappropriate, the instructor and the associate dean shall meet to establish an acceptable time for the office hour.

5. Released time or load credit for instructionally related activities by an academic employee may be granted in writing by the immediate supervisor with the written approval of the appropriate dean. Load credits shall be granted (using mode "e") to part-time academic employees who are assigned to curriculum development, coordination, advising, or other instructionally related duties.

6. The term "contact hour" shall mean fifty (50) minutes.

7. In courses utilizing guest speakers or guest lecturers, the instructor of record shall

receive full load credit, and other academic employees who are assigned and scheduled as guest speakers or lecturers shall receive load credit or pay on the basis of mode "e" above.

8. Up to five (5) "instructional units" shall be granted to any academic employee who is assigned to serve as a mentor during a quarter for another academic employee, whether full- or part-time. The number of units granted shall be determined by agreement between the proposed mentor and the appropriate supervising administrator.

## APPENDIX B - FACULTY SALARY SCHEDULE

As provided in Section 9.14 of this AGREEMENT, the following shall be the Salary Schedule for academic employees of Community College District No. 16:

| SALARY GRADE | SALARY |
|---|---|
| I | $21,856 |
| II | $24,977 |
| III | $27,788 |
| IV | $30,286 |
| V | $32,159 |
| VI | $34,033 |
| VII | $35,906 |
| VIII | $37,468 |

## APPENDIX C - PART-TIME FACULTY COMPENSATION

As provided in Section 12.5 of this AGREEMENT, academic employees teaching at or below the Appendix C threshold in a quarter shall receive a salary of $291.53 per "instructional unit."

Counselors and librarians covered by this Appendix (see Section 12.5 of this AGREEMENT) shall use Mode "e" in Appendix A to determine part-time compensation.

## APPENDIX D - EXTENDED DAYS FOR ASSIGNMENTS IN THE PERFORMING ARTS AND ATHLETICS

As provided in Section 8.7 of this AGREEMENT, the following extended days shall be assigned for each of the activities listed:

Performing Arts

| | |
|---|---|
| Executive Director of Drama | 7 days per assigned quarter |
| Associate Directors, Drama | |
| Technical Director | 5 days per assigned quarter |
| Readers' Theater Director | 5 days per assigned quarter |
| Music Director (Drama) | 5 days per assigned quarter |
| Associate Directors, Music | |
| Choral Director | 5 days per assigned quarter |
| Band Director | 5 days per assigned quarter |

Athletics

| Major Sports | Head Coach | Asst. Coach |
|---|---|---|
| Football | 30 days | 10 days |
| Baseball | 20 | 10 |
| Basketbal | 20 | 10 |
| Softball | 20 | 10 |
| Track | 20 | 10 |
| Volleyball | 20 | 10 |
| Minor Sports (all others) | 10 | 5 |

| Other | |
|---|---|
| Athletic Trainer | 5 days per assigned quarter |

## APPENDIX E

### 1990 CALENDAR AGREEMENT

As provided in Section 9.5 of this AGREEMENT, this Appendix shall be the Academic Calendar for each quarter covered by this AGREEMENT.

**FALL QUARTER**

The faculty return on the second Monday following the first Friday in September. Fall quarter classes begin the following Monday and continue through the Friday of the eleventh class week. The District will set an advising day in fall quarter with no classes scheduled for students or instructors.

**WINTER QUARTER**

Winter quarter classes begin on the day after the New Year's Holiday is observed if New Year's Day falls on a Sunday, or Monday. When New Year's Day falls on any other day, classes begin the Monday following New Year's Day. Winter quarter classes continue through the Friday of the tenth class week.

**SPRING QUARTER**

Spring quarter classes begin on the third Monday after the last class day of winter quarter and continue through the Friday of the tenth class week.

**SUMMER QUARTER**

Summer quarter classes begin on the third Monday after the last class day of spring quarter and continue through the Friday of the seventh class week.

**PREPARATION, GRADES, AND COMMENCEMENT**

Monday, Tuesday, and Wednesday following the completion of classes for fall, winter, and spring quarters are

designated for final examinations according to the District's standard final-examination schedule. The Thursday and Friday of the "finals week" in each of these three quarters and the Thursday and Friday of the week prior to the start of fall quarter classes are designated "faculty preparation days" in which the primary responsibility of the faculty shall be preparation for classes and/or preparation of grades. Except as otherwise required by the advising program or Commencement Exercises, the District shall not schedule other activities for faculty on such days.

Commencement will be held on the Thursday following the completion of classes in the spring quarter.

Grades are to be turned in by 4:00 p.m. on the Friday following the completion of classes in the fall, winter, and spring quarters. Grades for summer quarter are to be turned in by 4:00 p.m. on the Monday following the completion of classes.

**WINTER QUARTER 1990**

| | |
|---|---|
| January 1, 1990 | New Year's Day--HOLIDAY |
| January 2, 1990 | First Day of Classes |
| January 15, 1990 | M. L. King Jr. Birthday--HOLIDAY |
| February 19, 1990 | President's Day--HOLIDAY |
| March 9, 1990 | Last Day of Classes |
| March 12, 13, 14, 1990 | Final Exams |
| March 15, 16, 1990 | Faculty Preparation Days |
| March 16, 1990 | Grades Due by 4:00 PM |
| March 19 - 23, 1990 | Spring Vacation |

**SPRING QUARTER 1990**

| | |
|---|---|
| March 26, 1990 | First Day of Classes |
| April 27, 1990 | Spring Holiday/NO CLASSES |
| May 28, 1990 | Memorial Day--HOLIDAY |
| June 1, 1990 | Last Day of Classes |
| June 4, 5, 6, 1990 | Final Exams |
| June 7, 1990 | Commencement |
| June 7, 8, 1990 | Faculty Preparation Days |
| June 8, 1990 | Grades Due by 4:00 PM |
| June 11 - 15, 1990 | Summer Break |

## SUMMER QUARTER 1990

| | |
|---|---|
| June 18, 1990 | First Day of Classes |
| July 4, 1990 | Independence Day--HOLIDAY |
| August 3, 1990 | Last Day of Classes |
| August 6, 1990 | Grades Due |
| August 7 - 31, 1990 | Summer Vacation |

## FALL QUARTER 1990

| | |
|---|---|
| September 3, 1990 | Labor Day--HOLIDAY |
| September 17, 1990 | Faculty Returns |
| September 24, 1990 | First Day of Classes |
| November 12, 1990 | Veterans' Day--HOLIDAY |
| November 22, 23, 1990 | Thanksgiving Holidays |
| November 28, 1990 | Advising Day/NO CLASSES |
| December 7, 1990 | Last Day of Classes |
| December 10, 11, 12, 1990 | Final Exams |
| December 13, 14, 1990 | Faculty Preparation Days |
| December 14, 1990 | Grades Due by 4:00 p.m. |
| December 17, 1990 - January 1, 1991 | Christmas Vacation |
| December 25, 1990 | Christmas--HOLIDAY |

## WINTER QUARTER 1991

| | |
|---|---|
| January 1, 1991 | New Year's Day--HOLIDAY |
| January 7, 1991 | Classes Begin |
| January 21, 1991 | M.L.King Jr. Birthday--HOLIDAY |
| February 18, 1991 | Presidents' Day--HOLIDAY |
| March 15, 1991 | Last Day of Classes |
| March 18, 19, 20, 1991 | Final Exams |
| March 21, 22, 1991 | Faculty Preparation Days |
| March 22, 1991 | Grades Due by 4:00 p.m. |
| March 25-29, 1991 | Spring Vacation |

## SPRING QUARTER 1991

| | |
|---|---|
| April 1, 1991 | Classes Begin |
| May 3, 1991 | Spring Holiday/NO CLASSES |
| May 27, 1991 | Memorial Day--HOLIDAY |
| June 7, 1991 | Last Day of Classes |

| | |
|---|---|
| June 10, 11, 12, 1991 | Final Exams |
| June 13, 14, 1991 | Faculty Preparation Days |
| June 13, 1991 | Commencement |
| June 14, 1991 | Grades Due by 4:00 p.m. |
| June 17-21, 1991 | Summer Break |

**SUMMER QUARTER 1991**

| | |
|---|---|
| June 24, 1991 | Classes Begin |
| July 4, 1991 | Independence Day--HOLIDAY |
| August 9, 1991 | Last Class Day |
| August 12, 1991 | Grades Due |
| August 13-30, 1991 | Summer Vacation |

**FALL QUARTER 1991**

| | |
|---|---|
| September 2, 1991 | Labor Day--HOLIDAY |
| September 16, 1991 | Faculty Returns |
| September 23, 1991 | First Day of Classes |
| November 11, 1991 | Veterans' Day--HOLIDAY |
| November 20, 1991 | Advising Day/NO CLASSES |
| November 28, 29, 1991 | Thankgiving Holidays |
| December 6, 1991 | Last Day of Classes |
| December 9, 10, 11, 1991 | Final Exams |
| December 12, 13, 1991 | Faculty Preparation Days |
| December 13, 1991 | Grades Due by 4:00 p.m. |
| December 16, 1991 - January 3, 1992 | Christmas Vacation |
| December 25, 1991 | Christmas--HOLIDAY |
| January 1, 1992 | New Year's Day--HOLIDAY |

**WINTER QUARTER 1992**

| | |
|---|---|
| January 6, 1992 | Classes Begin |
| January 20, 1992 | M.L.King Jr. Birthday--HOLIDAY |
| February 17, 1992 | Presidents' Day--HOLIDAY |
| March 13, 1992 | Last Day of Classes |
| March 16, 17, 18, 1992 | Final Exams |
| March 19, 20, 1992 | Faculty Preparation Days |
| March 20, 1992 | Grades Due by 4:00 p.m. |
| March 23-27, 1992 | Spring Vacation |

## SPRING QUARTER 1992

| | |
|---|---|
| March 30, 1992 | Classes Begin |
| May 1, 1992 | Spring Holiday--NO CLASSES |
| May 25, 1992 | Memorial Day--HOLIDAY |
| June 5, 1992 | Last Day of Classes |
| June 8, 9, 10, 1992 | Final Exams |
| June 11, 12, 1992 | Faculty Preparation Days |
| June 11, 1992 | Commencement |
| June 12, 1992 | Grades Due by 4:00 p.m. |
| June 15-19, 1992 | Summer Break |



ERIC Clearinghouse for
Junior Colleges
DEC 31 1991